

# GENERAL TERMS OF USE FOR WEB Applications and Online Services of the voestalpine Steel Division

These Terms of Use apply to all business transactions and related services of the companies in the voestalpine Steel Division that can be conducted in web applications. A list of the companies affiliated with the Steel Division can be accessed using the following link:  
<https://www.voestalpine.com/stahl/en/Companies>

voestalpine Steel & Service Center GmbH  
voestalpine-Straße 3  
4020 Linz  
[www.voestalpine.com/ssc](http://www.voestalpine.com/ssc)

## 1. Scope and acceptance of terms of use

- 1.1. voestalpine Stahl GmbH provides eva (enjoy voestalpine), an online e-commerce platform that enables registered customers to use a web application to purchase steel products and use web and order tracking services. The web application of voestalpine is aimed exclusively at customers who fall in the category of business-to-business users pursuant to Section 1 of the Austrian Commercial Code (UGB).
- 1.2. voestalpine intends to further expand its range of web applications and reserves the right to amend or extend these Terms of Use at any time, for example if additional web applications and online services are provided. Registered customers will be duly informed about any changes, innovations or updates to these Terms of Use, either by email or some other suitable method, such as when registered users enter the respective web application.
- 1.3. The web applications of voestalpine will be provided free of charge until further notice.
- 1.4. The customer understands and agrees that access to these web applications is only granted following successful user registration and that access is subject to compliance with the following terms of use. These Terms of Use apply to all web applications in the voestalpine Steel Division, regardless of the company in the voestalpine Steel Division with which the business relationship exists. A complete list of companies in the Steel Division (hereinafter summarized as voestalpine) can be accessed using this link: <https://www.voestalpine.com/stahl/en/Companies>
- 1.5. Customer registration and the associated acceptance and agreement with these Terms of Use and the privacy policy entitles the customer to use the web applications of voestalpine. These Terms of Use do not provide the customer with any additional rights beyond the use of web applications, and the Terms of Use apply exclusively to transactions and legal acts processed in the respective web applications. These Terms of Use do not apply to offline orders and additional individual agreements between voestalpine and the customer unless reference is expressly made therein.
- 1.6. At the time the customer registers for use of the application, the customer is given the opportunity to view and download the Terms of Use and the Privacy Policy. By electronically submitting the registration application, the customer declares that s/he has had the opportunity to understand the content of these Terms of Use and the Privacy Policy and accepts them without any reservation.
- 1.7. The most recent version of these Terms of Use and the Privacy Policy can be viewed, printed, downloaded and saved when using the eva platform.

## **2. Registration and creation of user accounts**

- 2.1. Customers electronically register in the respective web application. This registration for use of the respective web application is processed by Customer Support. There are different registration processes for each web application. Based on this agreement, customers must be consumers such as those defined in Section 1 of the Austrian Commercial Code (UGB) and legal entities under public law, but not consumers pursuant to Section 1 of the Austrian Consumer Protection Act (KSchG).
- 2.2. The customer must accept these Terms of Use and the Privacy Policy during the registration procedure and must indicate a system user authorized to subsequently implement all relevant actions for the customer in the web application. The email address stored for this purpose must be a company email address. The application must be completed truthfully and completely by the customer and submitted in the web application by persons authorized to act on behalf of the customer.
- 2.3. By completing the registration application, clicking on the registration button and clicking on and accepting the Terms of Use and the Privacy Policy, the customer makes a binding offer to conclude a contractual agreement based on these Terms of Use. voestalpine reserves the right to decide in its sole discretion whether to accept or reject the registration request. The customer has no legal claim to registration nor the associated activation of voestalpine web applications.
- 2.4. Once the completed application has been reviewed and verified, and the terms of use and privacy policy have been accepted, pertinent information will be sent to the email address provided in the application. The respective access data consisting of a user name and an access password will be automatically generated and sent to the customer email address. Information about the activated web application and access data will be sent in two separate emails to the customer email address based on the registration information. Once the customer logs in to the account for the first time, the customer must change the access password to a secure password known only to the customer. The customer can then use this access data to log in to the corresponding web application and access the customer account. This confirmation email to the customer is a confirmation that voestalpine accepts the contract offer, and the corresponding usage contract becomes legally binding for the respective web application.
- 2.5. During the login and verification process, voestalpine only verifies a match between the activated username and the access password. There is no obligation to perform any further verification measures.

## **3. Use of web applications**

- 3.1. The customer acknowledges that access to eva and the web applications implies that the customer will allow only authorized persons to use the system. The customer warrants that access codes, passwords and such are issued exclusively to authorized persons. In the event that the authorization of any person to view business documents or execute processes is terminated, the customer shall be obligated to immediately inform voestalpine in written form. voestalpine shall confirm receipt of this information. Until receipt of this notification by the customer, the customer is liable for unauthorized orders and other misuse in the web applications and bears sole risk in this regard.

- 3.2. The customer is obligated to be familiar with the operation and function of the web application. If any problems arise, voestalpine will be available for the customer by telephone or email. In this respect, voestalpine does not provide any assurance of response times.
- 3.3. The customer is obligated to treat access data confidentially and to protect it from unauthorized access and use. Passwords used for access must be changed at regular intervals, and voestalpine can only check whether a password matches a registered and activated user name. voestalpine is not obligated to carry out any further verification measures, which is why any person who enters a web application using the customer access data shall be regarded as a representative authorized by the customer to enter into legally binding transactions. The IT required for use, including IT security customary in the industry, is the sole responsibility of the customer. Customers shall ensure that authorized persons comply with such requirements, and the customer shall be responsible for any such authorized person in this respect.
- 3.4. The customer shall not disclose to any third party information and data about the functionality of the system or prices and products that become known to the customer through use of the web application. Disclosure of this confidential information is not permitted. The customer shall transfer this confidentiality obligation in writing to persons who legitimately use the web applications on behalf of the customer. The customer shall be responsible for these authorized persons.
- 3.5. The customer agrees that voestalpine will log all web application activities such as times of access and relevant statements concerning sections of agreements and that all relevant documentation and customer agreements will be archived. In the event of non-receipt or non-accessibility of information or documents, the customer shall bear the burden of proof.
- 3.6. The customer assures that the customer will use the web application at least once in any six-month period. In the event that the customer does not comply with this contractual obligation and does not subsequently react to subsequent requests or show any interest in the continuation of the customer account within a period of two weeks, voestalpine shall have the right to unilateral termination of the agreement with immediate effect.
- 3.7. The customer shall undertake to notify voestalpine immediately if the customer discovers loss or misuse of its user data. Upon receipt of information to this effect, during business hours voestalpine will block the account and will send the customer new access data following an internal review. voestalpine is entitled but not obligated to block customer accounts in the event of suspected misuse of user data. In this case, voestalpine shall inform the customer accordingly.

Likewise, the customer shall inform voestalpine immediately whenever the customer no longer intends to use a web application. Once this information has been received, voestalpine may block access. As long as statements made by the customer to this effect have not been received by voestalpine, they shall be deemed as received once they can be accessed.

- 3.8. To the extent that web applications provided by voestalpine contain material protected by copyright, including images, texts, tables, graphics or similar, the customer is not entitled to reproduce, copy, download, make publicly accessible and/or use such material for its own purposes or for third parties without the express written permission of voestalpine. Further regulations in Article 7 on intellectual property must be observed in full. The use of data collection and extraction programs, including data mining and robots, to extract content from the web applications in whole or in part, and any kind of disclosure of price and product information to any third party is prohibited.
- 3.9. Any integration of voestalpine web applications or parts thereof into another web site, such as using frame techniques, is prohibited without exception.

- 3.10. Upon successful registration and activation in the system, the customer is entitled to use the respectively activated web applications within the context of the aforementioned provisions. voestalpine reserves the right at any time and without giving any reason to restrict, modify, extend or cancel the rights of use, to block the customer from using a web application in whole or in part, temporarily or permanently, and generally to discontinue or no longer offer the web applications temporarily or permanently. Any misuse or improper use of the system will be punished, and any damage caused will be charged to the customer. The customer is not entitled to assert any claims arising from blocked access.

#### **4. Conclusion of contracts on the platform**

- 4.1. Offers and other information in web applications are not offers in the legal sense, but exclusively invitations to the customer to submit an offer, which must be accepted by voestalpine for conclusion or perfection of the contract. From a legal perspective, the quotation is accepted by the customer by placing the order. The customer has the opportunity to review all orders and correct any errors before submitting. By clicking the "Send order" button, the customer submits a binding offer that remains valid for seven workdays for the items contained in the shopping cart at that time. Upon entry of the order, the customer receives a message that simply confirms receipt of the contractual declaration. Receipt, however, does not imply acceptance of the agreement by voestalpine. voestalpine is furthermore not obligated to accept the order from a registered customer. The contract shall not be concluded until voestalpine sends a separate order confirmation through the customer portal or by email, depending on the respective web application, but no later than upon delivery of the goods. Should the purchase price, goods, quantity, specification etc. deviate from the existing Group supply agreement with the customer or the customer's order, all details contained in the order confirmation shall apply. Should the customer, after the order confirmation has been placed online, find any deviation from the customer's offer, the customer shall immediately inform Customer Support or the respective sales representative. voestalpine reserves the right to accept only individual parts of an order or to reject orders in whole or in part without indication of any reason.
- 4.2. Existing customers receive an independent right of use that does not have any effect on existing business relationships. All other agreements made between the customer and any voestalpine company with which the commercial agreement exists shall remain in full force and effect. Whenever no written commercial agreement exists, the customer accepts with the use of the web application the unrestricted applicability of the general terms of sale for deliveries and services of the voestalpine Steel Division (available at <https://www.voestalpine.com/stahl/en/General-Terms-of-Sale>), as amended. Should the conclusion of contractual agreements be perfected through use of any web application or additional quantities be ordered beyond the stock of the existing commercial agreement, the details of the order confirmation shall apply to these business transactions.
- 4.3. Any general terms, conditions and contractual agreement forms of the customer that contradict these Terms of Use or the aforementioned statements on business transactions based on existing contracts or agreements concluded on the basis of the general terms of sale for goods and services of voestalpine Steel Division shall be invalid in their entirety, even without any objection by voestalpine, regardless of the form in which they were brought to the attention of voestalpine. Absence of objection towards general terms, conditions and standard contractual forms of the customer shall not constitute consent, particularly with respect to any terms of purchase. Agreements deviating from individual provisions of these Terms of Use shall apply only to the same, and their validity shall be subject to the explicit written consent of voestalpine.
- 4.4. The customer also knows and understands the abbreviations indicated in the order system, especially those pertaining to products, prices and such. The customer renounces any right to adaptation or contest of a contractual agreement effected by error in the respective web application.

## 5. Document management

- 5.1. The customer agrees to the forwarding of the following documents by means of the post office box on the customer portal and by means of additional electronic methods: Delivery notes, order confirmations, invoices and manufacturer declaration, (test) certificates and similar documents. The customer herewith agrees that additional documents will be made available in the future in the web application.
- 5.2. The customer agrees that the documents placed by voestalpine in the respective web application shall be stored and archived by voestalpine. The customer, without derivation of legal title, shall have the opportunity to request archived documents free of charge from voestalpine.

## 6. Warranty and liability

- 6.1. The provision of web applications and online services on the eva platform is on an "as is" basis. Scope and availability are determined at the sole discretion of voestalpine. The customer has no claim to maintenance of functionality, particularly with regard to availability or the specific design of any web application, and voestalpine does not provide any warranty in this respect.
- 6.2. voestalpine does not provide any warranty for the correctness, updateness and suitability of content, including user content, to fulfill any purpose determined by the customer or any third party. Any unforeseeable events such as force majeure, failure of means of transmission or other interruptions not within the responsibility of voestalpine shall absolve voestalpine of any liability. In such an event, any warranty and liability of voestalpine shall be excluded.
- 6.3. Within the scope of the web applications, information and content compiled from internal sources shall be provided to the best of our knowledge and belief and with the utmost care. However, it is expressly noted that all information and content provided is intended solely for informational purposes and for the purpose of initiating business transactions. The information and content does not replace any expert consultation nor the use of sources such as applicable standards, approvals, data sheets etc. The content of web applications are not to be taken as advice or recommendation and voestalpine shall assume no liability whatsoever for purchases made and the resulting use of the product by the customer based on information of any kind provided in a web application.
- 6.4. The customer shall bear sole responsibility for the correctness of any data entered into calculation programs. The customer is aware that calculated values may deviate from true values that occur during actual application as well as from contractually stipulated values. voestalpine shall assume no liability for the correctness of any calculations and shall not be held liable for direct, indirect or consequential damage or any other damage to the customer or third party resulting from the use of calculation programs.
- 6.5. The customer confirms that documents made available by voestalpine to the customer in the web application for download do not replace the original document. voestalpine shall not assume any warranty nor liability to the effect that available documents comply with any regulations nor that they are recognized by any third party or government authority. The customer agrees to the extent permitted by law to electronic processing and waives written form in this respect.
- 6.6. Non-receipt or non-compliance of a document or notice shall not entitle withdrawal from the contract or retained payment.

- 6.7. The liability of voestalpine shall be excluded whenever legally permissible. voestalpine does not warrant uninterrupted availability of the service nor the correct receipt of sent declarations. The customer understands that there is a time difference between the sending and receipt of declarations. Adherence to transmission times and the correct transmission of data cannot be guaranteed. The customer shall bear sole responsibility for defects resulting from changed system software components, interfaces and parameters and the use of inappropriate or defective hardware or software at the customer.
- 6.8. Damage claims resulting from technical problems in the order system, faulty data transmission, unauthorized use of the web application or damage caused by inappropriate operation shall be excluded.
- 6.9. Any liability of voestalpine for indirect or nominal damage, consequential damage and damage to property, such as loss of profit, loss of interests, loss due to production interruptions, increased personnel expenditure, production downtime, damage on account of loss of data and damage on account of third-party claims shall be excluded in any case.
- 6.10. Damage claims, if any, are subject to a period of limitation of six months from knowledge of the damage. voestalpine will be held liable solely in the event of gross negligence or intent.

## **7. Intellectual property**

- 7.1. voestalpine is the owner of the e-commerce platform eva and a licensee of associated web applications. All logos, names, designs, text, graphics, software, content, files, data and all other intellectual property rights relating thereto (such as but not limited to copyright), including the Que II and object code and format, directories, queries, algorithms, structure and organization of these web applications are owned by voestalpine, or voestalpine is the licensee of such products.
- 7.2. By registering as a user, the customer acknowledges that all intellectual property rights related to the web applications belong to voestalpine and that the customer has no right to this application other than the right of use in accordance with these Terms of Use.
- 7.3. It is not permissible to (i) circumvent or disable any content protection system or digital rights management technology used in the web applications; (ii) decompile, reverse engineer, disassemble or otherwise reduce the web applications except as expressly permitted by mandatory legal requirements; (iii) remove, alter or obscure any identification, copyright or other proprietary notices in the web applications; (iv) access or use the web applications in any unlawful or unauthorized manner or in any manner that suggests an association with the content, products, services or trademarks of voestalpine; (v) alter, copy, modify, sell, reproduce, distribute, republish, publicly perform, post, transmit, create derivative works from or exploit the web applications (in whole or in part); (vi) introduce a virus or other harmful component or otherwise tamper with, impair or damage the web applications; (vii) access, monitor or copy any element of the web applications using any robot, spider, scraper or other automated means or manual process; or (viii) violate these General Terms of Use or any law relating to your access and/or use of the web applications. The customer is obligated to compensate voestalpine for any damage incurred by voestalpine as a result of non-compliance with these provisions.

## 8. Data protection

With regard to our obligation to inform under the data protection law, we refer to our data protection declaration, which is available at <https://www.voestalpine.com/ssc/Impressum/Datenschutz>.

## 9. Compliance

The regulations defined in the Code of Conduct of voestalpine AG, those based on this code and defined in the Code of Conduct for voestalpine business partners and the guidelines for sustained, ethical and impeccable business behavior are accessible at <https://www.voestalpine.com/group/en/group/compliance/>, as amended, and shall be explicitly accepted and approved by the customer. In individual cases in which the customer evidently and severely infringes on basic principles and regulations of the Code of Conduct, thus making it intolerable for the supplier to continue the business relationship, voestalpine reserves the right to terminate the contractual agreement for a verifiably good cause and thus with immediate effect. The customer shall indemnify voestalpine in such cases against all arising damages and disadvantages.

## 10. Other

- 10.1. The contracting parties agree to communicate through the web application or by email for the purpose of conducting business with each other. The customer agrees to use the web application on a regular basis and retrieve information and documents provided on a daily basis wherever possible.
- 10.2. Should any of the provisions of this agreement, in whole or in part, become invalid, the remaining provisions shall remain in full force and effect. The contracting parties shall undertake to replace the invalid provision by a valid provision, the original intent of which is nearest to that of the one that has become invalid.
- 10.3. The stipulations of Sections 9 and 10 of European Community Law are excluded by mutual consent.
- 10.4. The language of this agreement is exclusively German. Translations into other languages on the Internet portal serve the purpose of orientation; however, they are neither authorized nor binding.
- 10.5. Subject to one month's notice, either contracting party shall have the right to terminate this agreement on the last day of each calendar month. Authorization to access the web applications shall expire upon termination of this agreement. Notwithstanding, voestalpine shall be entitled to immediately terminate this agreement in the event that the customer is in default with a payment, fails to perform obligations under this agreement or another contractual obligation, bankruptcy proceedings have been opened on the customer's property, or the opening of such a procedure is rejected, or any other important reason affecting business relations exists.

## 11. Competent court, choice of law, place of jurisdiction

Austrian law shall apply with the exception of reference and collision norms (IPRG VO ROM I+II, etc.), as amended from time to time, to all disputes arising from or in connection with this agreement. Application of the United Nations Convention on Contracts for the International Sale of Goods, CISG, dated 11 April 1980 and as amended, is explicitly excluded. The competent court in Linz, Austria, shall be the location of jurisdiction for all disputes.



Furthermore, voestalpine shall reserve the right to have any disputes arising from or in connection with the performance of supplies and services finally judged by three arbitrators in accordance with the arbitration regulations of the International Chamber of Commerce (ICC rules). Such disputes are also subject to Austrian law with the exception of reference and collision norms (IPRG VO ROM I+II, etc.), as amended. Application of the United Nations Convention on Contracts for the International Sale of Goods, CISG, dated 11 April 1980 and as amended, is explicitly excluded. The place of arbitration is Vienna, Austria. The language of arbitration proceedings is German. To the extent not otherwise agreed, the place of fulfillment is Linz, Upper Austria. At the request of voestalpine, the customer shall be obligated to confirm in written legal form the content and existence of the afore named place of jurisdiction the court of arbitration and the selection of legal venue.