

Agreement of Use

KundenServiceCenter

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I. General:

1. Fundamentals

1.1. In order to improve the provision of customer services, the provider has created an Internet portal for customers with whom the provider maintains regular business relations. The customer understands and agrees that access to this system is only granted subject to compliance with the following user obligations.

1.2. This agreement and the General Terms and Conditions set forth in the system apply exclusively to processes and legal acts executed on this customer portal. The terms and conditions do not apply to offline orders and other individual agreements between the provider and the customer unless reference is made therein to this agreement or the General Terms and Conditions. Processes initiated on the customer portal, particularly any legal acts, shall be executed on the basis of this agreement and the General Terms and Conditions described in the system as amended at the agreement is signed. By signing this agreement, the customer states that the customer was informed of the content of the General Terms and Conditions.

1.3. The contracting parties agree to communicate on the customer portal or by email for the purpose of conducting business with each other. The customer agrees to use the customer portal on a regular basis and retrieve information and documents provided on a daily basis wherever possible.

1.4. The contracting parties agree that statements made by the contracting parties via this customer portal or email are deemed to be written statements. As soon as the statements made by the contracting parties are available in the customer portal, they are regarded as received.

1.5. The customer shall provide the necessary technical facilities for trouble-free communication and retrieval of information and documentation.

1.6. The contracting parties agree that all declarations and documents shall be stored by the provider.

2. Prerequisites to access

2.1. The customer acknowledges that access to the customer portal implies that the customer shall allow only authorized persons to use this system. The customer shall communicate the necessary access codes, passwords and such to authorized persons exclusively. In the event that the authorization of an employee to view business documents or execute processes is terminated, the customer shall immediately inform the provider in written form. The provider shall confirm receipt of this information. Until receipt of this notice to the customer or in the event of any unauthorized orders or misuse, the customer shall bear the risk of any unauthorized use.

2.2. The customer acknowledges that the use of the customer portal was explained by the provider and that the customer is familiar with the operation and functionality of this platform. If any problems arise, the provider shall be available for the customer on the telephone or by email. The customer also knows and understands the abbreviations indicated in the order system, especially those pertaining to products, prices and such. The customer thus renounces any right to adaptation or contest of a contractual agreement effected by error on the customer portal.

2.3. 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 customer portal. The customer shall make this obligation of nondisclosure binding in writing on his employees and all other entrusted individuals.

2.4. The provider has the right to block customer access to the portal at any time without giving any reason. In such cases, the provider shall inform the customer without delay of blocked access. Blocked access is permissible in the event of customer non-compliance with contractual obligations, in the event of technical problems and for other important reasons. In this event any contract is to be concluded in another way. The customer is not entitled to assert any claims arising from blocked access.

2.5. The customer agrees that the provider issues written reports on portal activities such as times of accessibility and agreements. In the event of non-receipt or non-accessibility of information or documents, the customer shall bear the burden of proof.

2.6. The customer assures that the customer will use the portal 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, the provider shall have the right to unilateral termination of the agreement with immediate effect.

3. Warranty and liability

3.1. Liability shall be excluded where legally permissible. The provider 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.

3.2. The provider shall not warrant that content, including user content, is correct, updated and suitable to fulfill the purpose determined by the customer or any third party. In the case of unforeseeable events such as force majeure, failure of means of transmission or other interruptions not within the realm of responsibility of the provider, the provider shall be released from any liability and warranty claims.

3.3. Damage claims resulting from technical problems in the order system, faulty data transmission, unauthorized use of the customer portal or damage caused by inappropriate operation shall be excluded.

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3.5. Any liability of the provider 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.

3.6. Damage claims, if any, are subject to a period of limitation of six months from knowledge of the damage. The provider shall be held liable solely in the event of gross negligence or intent.

3.7. The customer confirms that documents made available by the provider to the customer on the Internet portal for download do not replace the original document. The provider shall not assume any warranty and liability that the available documents comply with legal (particularly non-Austrian) regulations nor that they are acknowledged by any third party or government authority.

3.8. Non-receipt or non-compliance of a document or notice shall not entitle withdrawal from the contract or retained payment.

4. Miscellaneous

4.1. All disputes arising from this agreement which cannot be mutually settled are subject to Austrian law with the exclusion of its reference and collision norms (IPRG, EVÜ, Rom I+II etc.) and with the exclusion of the UN convention on commercial law of 1980, as amended.

4.2. Linz (Upper Austria) shall be the venue of final jurisdiction for all disputes arising from this agreement.

4.3. 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.

4.4. The stipulations of Sections 9 and 10 of European Community Law are excluded by mutual consent.

4.5. 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.

4.6. 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 customer portal shall expire upon termination of this agreement. Notwithstanding this provision, the provider shall be entitled to immediately terminate this agreement in the event that the customer is in default with a payment to the provider, 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.

5. Data protection

5.1. Recording and processing of personal data

Personal data (user name, given and family name, address, telephone number or email address) shall only be stored at the time of registration when the customer willingly authorizes the storage of such data and such storage is permitted by applicable laws and regulations governing the protection of personal data.

Personal data provided to us are generally used to respond to inquiries, process orders, create documents and to provide access for the customer to specific information (order confirmations, delivery notes etc.).

Also, for the improvement of our customer relationships, it may be necessary to store personal data for the purpose of generating internal statistics. Such statistics help us more effectively address customer demands and improve performance in our customer service centers.

The provider shall respond to all reasonable requests to review, correct, amend or delete any personal data.

II. APPLICATIONS:

1. Order management:

1.1. It is mutually agreed that presentation of the products listed in the customer portal shall not be regarded as an offer in a legal sense. The request to accept the agreement is made by the customer by placing an order. Upon entry of the order in the customer portal, the customer receives a notice which merely confirms receipt of the agreement. Receipt, however, does not imply acceptance of the agreement. This agreement is materialized through conveyance of an order confirmation by the provider on the customer portal.

1.2. Should the customer, after the order confirmation has been placed online, find any deviation from the customer's offer, the customer shall immediately inform the service representative in charge.

2. Document Management:

2.1. 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 in the future additional documents shall be made available exclusively on the customer portal.

2.2. The customer agrees that the documents placed by the provider on the customer portal shall be stored and archived by the provider. The customer, without derivation of a legal title, shall have the opportunity to request archived documents free of charge from the provider.