

Special terms and conditions for test engineering and inspection services as part of research and development activities

Version March 2022

1. SCOPE

1.1. These terms and conditions apply exclusively to test engineering and inspection services as part of research and development (hereinafter referred to as "Services") provided by voestalpine Tubulars GmbH & Co KG (hereinafter referred to as "Contractor") on behalf of a customer.

1.2. The validity of the Customer's General Terms and Conditions is expressly excluded. Any side agreements and amendments to provisions in these Terms and Conditions shall in any event require the Contractor's written consent to be legally effective. Silence on the part of the Contractor shall not be regarded as consent or as declaration of acceptance.

2. OFFERS, ORDER PLACEMENT

2.1. Unless agreed otherwise, offers submitted by Contractor shall be non-binding. A binding contract will not be in place until the Contractor's written order confirmation, or upon the signing of an individual contract by the Parties. In case of inconsistencies and derogations, the following order of priority shall apply:

- Any concluded individual contract or the Contractor's written order confirmation
- The Contractor's offer
- The present Special Terms and Conditions of Contractor
- The Customer's order

2.2. Subsequent amendments and additions to the offer or to the individual contract shall only be valid if confirmed in writing by Contractor.

2.3. Unless otherwise agreed in writing, cancellations and suspensions by Customer will not be accepted.

2.4. Customer is obliged to provide Contractor with its VAT registration number prior to the conclusion of a contract.

2.5. Any attachments to the offer (e.g. technical documents, samples, drawings, etc.) shall remain the property of Contractor; therefore, any use (such as editing or forwarding to third parties) of the offer documents (or even parts thereof) is only permitted with the Contractor's prior written consent.

3. EXECUTION OF SERVICES

- 3.1. The type and scope of the agreed service and details of the order shall be based on the respective individual contract or offer or order confirmation, and the present special Terms and Conditions.
- 3.2. Contractor hereby commits to the proper implementation of the services hereunder in accordance with the generally recognised rules of technology and science.
- 3.3. The Contractor is authorised to use various subcontractors for the execution of the contractual order.
- 3.4. The information and statements contained in printed or electronic information material and the like, as well as other written or oral statements are only relevant or significant for the contractual relationship under consideration if express reference is made to these in the order confirmation.
- 3.5. Contractual performance deadlines are not provided for in principle. However, should time and work schedules become necessary due to the nature of the legal transaction or on the basis of a contractual provision, these performance deadlines shall only become contractually effective upon written confirmation by Contractor.
- 3.6. The provisions of Section 4.2. shall apply in case performance deadlines are not met for reasons not attributable to Contractor.
- 3.7. In case agreed performance deadlines are not met for reasons attributable to Contractor, Customer shall be obliged to grant Contractor an appropriate grace period of at least 30 days. Any compensation claims for delayed performance are excluded.
- 3.8. In case of delays due to force majeure, Contractor shall be entitled upon immediate notification of Customer to suspend performance for the duration of such impairment and for a reasonable start-up period.
- 3.9. Customer shall be obliged to support Contractor in the execution of the order and to timely provide Contractor with all necessary documents and information so that the latter can carry out the work without delay. Customer shall bear any damage or additional effort caused by the Customer's failure to provide adequate or timely support.

4. PERFORMANCE CHANGES AND PERFORMANCE DISRUPTIONS

- 4.1. If, in the course of the performance of the order, a service becomes necessary which is not provided for in the order or offer, or should the Contractor become aware of any circumstances that may affect the contractual performance of the order, Contractor shall notify Customer thereof in writing and submit any necessary measures or amendment proposals, including the resulting impact from a technical, timing, and economic point of view. Any amendment agreement must be made in writing between Customer and Contractor.
- 4.2. In those cases, in which Customer is responsible for a required change in the services or submits change requests, any required order change can only be carried out on the basis of the Contractor's available resources and against a corresponding increase of the remuneration and adaptation of the timetable.

5. PRICES AND PAYMENT TERMS

5.1. The prices and payment terms indicated in the Contractor's order confirmation or in the Agreement shall apply.

5.2 Our prices are denominated in EURO. In addition, the applicable statutory value-added tax will be charged. Any stamp duties will be paid by Customer.

5.3. Payments must be made to our indicated bank account without any deduction within 14 days from the date of the invoice.

5.4. If travel is required for the provision of the services under consideration, the travel and subsistence expenses incurred can be charged in addition to the agreed remuneration upon prior written agreement.

5.5. All payments must be made so that they are available to Contractor on the indicated account free and clear of any expenses by the due date.

5.6. Any agreed usage and ownership rights shall not be transferred to Customer until full payment of the remuneration.

5.7. Depending on type and scope, Contractor may demand appropriate and customary securities for its claims from Customer.

5.8. Customer shall not be entitled to retain payments (e.g. due to warranty claims) or offset these against counterclaims.

5.9. In case of delays in payment, Contractor shall be entitled to charge the statutory default interest as well as dunning and collection expenses, provided that these are necessary for the appropriate enforcement of rights and are proportionate to the claim.

5.10. In case of a partial payment, all our claims shall become immediately due if the payment terms are not complied with, or if Contractor becomes aware of circumstances that it believes are capable of diminishing the Customer's creditworthiness. Contractor shall then also be entitled to provide outstanding services only against advance payment, or to rescind the Agreement after an appropriate grace period and claim damages for non-performance.

6. USAGE AND EXPLOITATION RIGHTS

6.1. Copyrights and any usage and exploitation rights to the results in connection with the execution of the order shall remain with Contractor. In particular, the Contractor is entitled to use and exploit the test and research results for commercial and non-commercial purposes irrevocably, free of charge and without restriction. Customer shall receive a non-exclusive right of use free of charge for the underlying application purpose with regard to the results produced during the execution of the order. The granting of additional rights shall require a separate written agreement between Contractor and Customer.

6.2. Should the work of Contractor on the research contract under consideration result in a new patentable or licensable invention, Contractor must inform Customer thereof. In this case, Contractor and Customer

undertake to refrain from anything that may impair the patentability of this invention. In particular, all information in connection with this invention must be kept confidential toward third parties. Subject to other provisions in the individual contract or in the offer, Contractor shall be entitled to all rights to the invention. Customer must pay Contractor an appropriate market remuneration for the transfer of the rights to such an invention, the amount of which must be determined separately.

7. CONFIDENTIALITY

7.1. Unless otherwise explicitly agreed, Contractor and Customer agree to keep confidential all information they receive as confidential from the respective other party as part of the order, except where such information was already known or generally available to the general public, was obtained from a third party without a confidentiality obligation, was verifiably generated independently by itself, or must be made accessible to authorities or accreditation bodies on the basis of statutory provisions. Insofar as the disclosure of test results and calibration data is required in the course of an audit pursuant to the Accreditation Act, the Contractor undertakes to ensure that the auditors/assessors are obliged to maintain confidentiality accordingly.

7.2. This confidentiality obligation shall apply for the duration of the order and for at least 7 years after its completion.

7.3. In case of a conclusion of a separate written confidentiality agreement between Contractor and Customer, the provisions of the separate confidentiality agreement shall take precedence.

8. PUBLICATION, ADVERTISEMENT

8.1. Publication of the test and/or research results on the part of the Customer is generally permissible, whereby the Contractor may also be named, but only subject to and in consideration of the agreed confidentiality provisions. In particular, no company-relevant data of the Contractor or other documents of the Contractor marked as confidential may be part of a publication unless the Contractor gives its express written consent thereto. Furthermore, in the case of inventions and an intended patent application, publications are only permitted with the prior written consent of the contractor.

8.2. A publication of the test results and/or research findings by Contractor is permissible, though a mention of Customer by name may only take place after prior written consultation.

9. WARRANTY

9.1. Contractor shall perform the services under consideration in a proper manner and to the best of its knowledge in consideration of the state of the art. Contractor shall not assume any guarantee, liability or warranty for the actual achievement of the intended research objective or an economic usability of the results or that the results it produces on the basis of this cooperation are free of third-party property rights.

10 LIABILITY

10.1. The liability of Contractor, its legal representatives, senior executives and agents is limited to gross negligence and to personal injuries.

10.2. Regardless of the legal ground, the Contractor's liability is limited to the amount of the agreed contract value.

10.3. Contractor does not accept any liability or provides any warranty that the findings obtained as part of the present order are free and clear of third-party rights. Contractor, however, shall inform Customer of any existing third-party rights already known to it or that come to its knowledge during performance and which are relevant for the order.

10.4. Contractor shall not be liable for damage caused to Customer or to third parties in connection with the use of the research results.

10.5. Any liability of Contractor for lost profit, loss of production, interruption of operation, contractual claims of third parties, loss of data and information, financing costs and indirect damage, other financial damage, and any kind of consequential damage is hereby excluded.

10.6. Customer's damage claims toward Contractor shall become statute-barred 12 months after determination of the damage.

11. FORCE MAJEURE

11.1. Events of force majeure shall entitle Contractor to postpone performance for the term of such impairment and a reasonable start-up period, or to fully or partially withdraw from the Agreement due to the non-performed part.

11.2. Events of force majeure include, but are not limited to, strikes, riots, forces of nature, fire, epidemics, pandemics, but also machine breakdowns, major operational disruptions, orders by government authorities, sanctions, embargoes and other circumstances, that considerably impede or prevent performance. Compensation claims in connection with a force majeure event are expressly excluded.

11.3. In case performance is delayed for a period of more than three months as a result of a force majeure event, Customer shall be entitled to withdraw from the Agreement.

12. RESCISSION

12.1. Notwithstanding its other rights, Contractor shall be entitled to rescind the Agreement

a) if performance is rendered impossible due to a force majeure event according to Section 11,

b) if performance is rendered impossible for reasons attributable to Customer or is further delayed by Customer despite the granting of a reasonable grace period,

c) if doubts regarding the Customer's ability to pay arise, and the latter fails to make advance payments or furnish a suitable guarantee prior to payment upon the Contractor's request, or

d) if the Customer violates the Contractor's Code of Conduct pursuant to 16.1.

12.2. Customer is only allowed to withdraw from an order placed in a legally binding manner if performance by Contractor is delayed despite the granting of an appropriate grace period, or if Contractor is no longer capable of delivering the subject-matter of the Agreement due to force majeure events for a period of more than three months. Any damage claims toward Contractor in case of a rescission by Customer are ruled out.

12.3. In the event of a premature termination of the contractual relationship for any reasons whatsoever, Customer shall be obliged to remunerate Contractor for the partial results delivered until effectiveness of such termination, and Contractor must furnish Customer with the results obtained until that time.

13. DATA PROTECTION

13.1. Contractor and Customer undertake to comply with the respective applicable data protection laws.

13.2. Information that is subject to data protection law, in particular personal data that Contractor or a related company obtains as part of its business activity shall be (electronically) processed exclusively in accordance with the applicable data protection provisions and will be used exclusively for purposes of carrying out the order.

For further details, reference is made to the General Data Protections Notice for Business Partners, available at:

<https://www.voestalpine.com/tubulars/static/sites/tubulars/.downloads/General-Data-Protection-Notice-for-Business-Partners.pdf>

14. APPLICABLE LAW

14.1 The present be governed by Austrian substantive law, to the exclusion of its conflict-of-laws. The application of the United Nations Convention on the International Sale of Goods is explicitly excluded.

15. PLACE OF PERFORMANCE AND JURISDICTION

15.1. The venue for both parties shall be the competent court in Leoben, Austria. The Contractor may also institute proceedings against the Customer at any other available place of jurisdiction.

15.2. If the Customer has its registered offices outside the territory of the European Union, Switzerland, Iceland, or Norway, all resulting disputes that cannot be mutually settled shall be finally decided by one or more arbitrators appointed in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC). The place of arbitration is Vienna, Austria. The language to be used in the arbitral proceedings shall be German.

15.3. The place of performance for all contractual obligations is Contractor's registered office.

16. COMPLIANCE

16.1. The principles and guidelines for a sustainable and ethically/morally and legally good business behaviour defined in the "Code of Conduct of voestalpine AG" and in the "Code of Conduct for voestalpine Business Partners" based on the same can be downloaded as amended from time to time at <https://www.voestalpine.com/group/en/group/compliance/code-of-conduct-for-voestalpine-business-partners/> and are expressly acknowledged and accepted by Customer.

16.2. In the event that Customer violates a provision of the Code of Conduct for voestalpine Business Partners, Contractor shall be entitled to immediately rescind the Agreement and to claim damages.

17. EXPORT CONTROL REGULATIONS

17.1. Performance of the Agreement on the part of Contractor is always subject to the reservation that there are no obstacles to performance arising from applicable national or international (re-)export regulations, in particular no embargos and/or other sanctions.

17.2. When transferring the services provided by Contractor to third parties, Customer must comply with the provisions of the respective applicable national or international (re-)export regulations.

17.3. Where necessary for export control tests, Customer must immediately provide Contractor upon the latter's request with all necessary information, including those regarding final recipient, final destination, and end use.

18 MISCELLANEOUS

18.1. Should individual provisions of the present Terms and Conditions be invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions hereof. The Parties agree to replace the invalid or unenforceable provision with a valid or enforceable provision that closest reflects the content and purpose of the invalid or unenforceable provision.

18.2. Customer may assign rights and obligations hereunder only upon the prior written consent of Contractor.