

General terms and conditions for the purchase of goods and services

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Unless otherwise agreed between the parties in writing, the following general terms and conditions for the purchase of goods and services shall exclusively apply.

1. Scope of Application

1.1 The purchaser (hereinafter referred to as the "Purchaser") and the Supplier (hereinafter referred to as the "Supplier") agree in respect of all – also future – inquiries, purchase orders, purchases and other transactions and services for the procurement of goods and services on the General Terms and Conditions for the Purchase of Goods and Services set forth or referred to herein (hereinafter referred to as "GTC"). These GTC shall also apply even if their application has not been expressly and explicitly agreed upon.

1.2 The Supplier acknowledges that the Purchaser hereby rejects general business terms and conditions of the Supplier as well as any and all other terms and conditions of the Supplier that may be included in order confirmations or other business papers. In particular the delivery or acceptance of goods or services or the payment thereof shall not constitute an approval of terms and conditions other than the GTC but shall be deemed conclusive evidence of acknowledgement of these GTC by Supplier.

1.3 Any agreement on terms and conditions in variation of the GTC shall be valid only if expressly confirmed by the Purchaser in writing.

1.4 In case of any inconsistency between the individual elements of the contract between the Purchaser and Supplier, the following documents shall have priority in the following order: a. the Purchaser's purchase order (hereinafter referred to as "Order"); b. the annexes to the Order; c. the GTC.

1.5 Neither the Order nor the contract nor the GTC shall restrict any statutory claims the Purchaser may have. References to statutory claims under specific Sections of these GTC shall not be interpreted as a waiver or limitation of Purchaser's statutory claims under other Sections; the Purchaser's rights and remedies set out in the GTC are in addition to and not exclusive of any rights and remedies provided by law.

2. Conclusion of Contract; Cancellation of the Contract

2.1 The contract between the Purchaser and the Supplier shall only be deemed concluded once the Purchaser has placed an Order in writing which is to be confirmed by the Supplier to the Purchaser in writing within two weeks of receipt thereof, failing of which the Purchaser is entitled to cancel the Order without incurring any liability to Supplier of whatsoever nature. Only those Orders (including, without limitation, as well as modifications and supplements thereto) duly executed, issued in writing on Purchaser's order forms are binding. Oral agreements of any kind must be confirmed by Purchaser in writing to become effective.

2.2 The Purchaser shall not be bound by any variations or additions made by the Supplier in the order confirmation.

2.3 Any correspondence is to indicate the complete Order number as well as any reference initials and the date(s) of any previous correspondence. Queries are to be made solely to the Purchaser's representative.

2.4 The Supplier may not cancel the contract unless for good cause. Notwithstanding any other provisions under these GTC which shall prevail, the Purchaser is entitled to cancel the contract in whole or in part by giving written notice to the Supplier at any time prior to the Delivery Date (as defined below) in which event the Purchaser's sole liability will be to pay the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential damage.

2.5 Unless otherwise agreed in writing, the agreed price shall include all necessary supplies and services needed to achieve the agreed target, even if these supplies and services were not provided for in Purchaser's inquiry, technical documents, the Order or in other documents.

2.6 The Purchaser may at any time make changes in writing relating to the Order, including changes in the drawings, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the contract the Supplier may raise a claim for an equitable adjustment to the price, delivery schedule or both within a period of 10 days upon receipt of Purchaser's change request. Any such claim or adjustment must be approved by the Purchaser in writing non-regarding any prior implementation of such change pursuant to Purchaser's request.

3. Delivery

3.1 Periods and dates for delivery set forth in the Order (hereinafter referred to as "Delivery Date") are binding. Punctual compliance with the delivery periods and Delivery Date is determined by the date of receipt of the goods or services and the required documentation (such as technical, shipping and testing documentation or safety data sheets) in full by Purchaser. Deliveries deviating from the Delivery Date or partial deliveries are only admissible if the Purchaser has given its prior written approval.

3.2 The Purchaser and the Supplier hereby agree to apply the price of the Order, transfer of risk and customs duties according to the Incoterms 2010 for goods and services to the agreed place of destination within the European Union DAP (Delivery At Place), outside the European Union DDP (Delivery Duty Paid). The Purchaser will accept invoicing for packing costs only if explicitly agreed.

3.3 If the Supplier is responsible for set-up or installation and unless otherwise agreed, the Supplier shall bear all the necessary incidental costs, in particular travel expenses, provision of tools, insurance and daily allowances.

3.4 The Supplier has to notify the dispatch in writing in good time prior to arrival of the goods. Returns are to be made at the Supplier's risk and expense. The goods are to be appropriately packaged in customary packaging and protected against any harmful influences whatsoever. Unless the Purchaser has made specific marking requirements marking shall be made state of the art. The Supplier is liable for compliance with all shipping regulations of the Purchaser that are included in the Order.

3.5 If the Supplier anticipates difficulties with respect to production, the supply of required pre-material, compliance with the Delivery Date or similar circumstances that could interfere with Supplier's ability to deliver punctually or to deliver the agreed quantity or quality, the Supplier must immediately notify the Purchaser. In this case the Purchaser may withdraw from the contract upon receiving this notification without setting a further deadline and, at the expense of the Supplier, shall effect a covering purchase or assert other legal rights without setting a further deadline.

3.6 In the event the Delivery Date is not met, even for a single part of the Order, the Purchaser reserves the right at its discretion ipso jure - upon formal notice sent to the Supplier - to either cancel all or part of the Order still to be delivered or to maintain the Order by applying any liquidated damages potentially provided for in the contract.

3.7 The unconditional acceptance of a delayed good or service does not constitute a waiver of claims to which the Purchaser is entitled due to the delayed good or service; this applies pending full payment of the amounts owed by the Purchaser for the good or service in question.

3.8 The Supplier shall comply with all applicable standards, regulations and other legal requirements concerning the manufacture, packing and delivery of the goods.

3.9 Any goods shall include a delivery slip in triplicate specifically stating:

- the Order reference number,
- the item number on the Order,
- the grade clearly expressed on the Order,
- the profile and dimensions,
- the quantity (weight and pieces),
- the heat number and testing references,
- the conventional colour stated on our Order,
- the gross weight of loading,
- the Certificate of Origin.

The chemical analysis certificates and mechanical properties shall be mandatorily attached to the delivery slip in duplicate copies. All delivery slips shall be mandatorily written in the Purchaser's local language.

3.10 The Purchaser will not be deemed to have accepted the goods until it has had 30 days, or such other period specified in the Order, to inspect them following delivery. Notwithstanding any other rights provided to Purchaser, any latent defect in the goods may be notified at any time during the warranty period.

4. Prices, Invoices and Payment Terms

4.1 The prices set forth in the Order shall be invariable fixed net prices until complete performance of the Order has been made and will not be subject to any price escalation or price change whatsoever.

4.2 Invoices for goods and services shall refer to the order number of the Order. Unless stipulated in the Order, the terms for payment shall commence (i) once the delivery or service has been completed in a contractually-acceptable condition and (ii) on the date of receipt of the correct invoice, whatever is later. The invoices relating to each delivery shall be made by pdf or if so requested by the Purchaser, made out in the number of originals as requested and delivered by mail to the Purchaser's address.

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

4.4 Complaints regarding goods or services entitle the Purchaser to withhold any payments due in full.

5. Transfer of Title

Transfer of ownership occurs simultaneously with the anticipated transfer of risk in accordance with the agreed INCOTERMS 2010. A reservation of proprietary rights of the Supplier shall be excluded.

6. Warranty

6.1 The Supplier warrants, represents and undertakes to the Purchaser that the goods and services will be free from defects in design, material and workmanship; will correspond in every respect with the Order, any specifications, drawings, samples or descriptions provided (to the extent that they contain parts and components which according to the specifications must be identical, will contain parts and components which will be interchangeable and the fitting surfaces of all replacement parts and components will be finished in accordance with any tolerances stated in the specification); will be of satisfactory quality within the meaning of the applicable law, at least of state-of-the-art quality at the time and place of delivery; will be fit for the purpose made known or available to the Supplier either in writing or orally at or prior to Order date; will be complete and fully operational and shall be delivered with all parts (and also those parts and usual safety devices that are not specified in the Order but which are required for the proper operation of the goods or services); will comply with all statutory requirements, regulations and voluntary codes of conduct relating to the goods and services and their sale and supply; will be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.

6.2 Without prejudice to any other rights or remedies of the Purchaser (whether express or implied), for a period of 24 months from the date of delivery, in respect of goods or services which do not conform with the provisions of Section 6.1, the Supplier shall, at the Purchaser's option: replace or repair such goods or services free of charge; provide the Purchaser with a credit note in the amount of the price of the non-conforming goods or services; or comply with any other requests selected by Purchaser available at law. In addition thereto, the Supplier shall be liable for any costs and expenses incurred or suffered by the Purchaser as a result of the non-conforming goods or services, in particular transport, logistic, labor costs, assembly and disassembly costs.

7. Liability

7.1 If liquidated damages, including, without limitation, liquidated damages for non-compliance with contractually agreed performance parameters, for late delivery of supplies (incl. documentation), etc. are agreed, the Purchaser may exercise this claim pending payment of the invoice on the non-conforming goods or services without the need to reserve this right upon delivery the goods and services. The enforcement of a damage exceeding this amount shall not be excluded hereby. The payment of liquidated damages shall not release the Supplier from its performance obligations and any resulting liabilities. The Purchaser and the Supplier agree that liquidated damages of any nature whatsoever may not be reduced by court order.

7.2 The Supplier shall indemnify, keep indemnified and hold harmless the Purchaser in full and on demand from and against all damages, liabilities (including any tax liability), losses, claims, costs (including costs of enforcement), judgements and expenses which the Purchaser incurs or suffers directly or indirectly in any way whatsoever as a result of a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of the Supplier's obligations under the contract.

8. Third party Claims

The Supplier guarantees that the goods 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 for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition, copyright, database rights and any other rights in any invention, discovery or process, in each case in the country of Purchaser's location and all other countries in the world and together with all renewals and extensions and shall hold harmless the Purchaser from and against all damages, liabilities (including any tax liability), losses, claims, costs (including costs of enforcement), judgements and expenses which the Purchaser incurs or suffers.

9. Breach of Contract

9.1 If the Supplier (including its sub-contractors) is - even without fault - in default with its obligations under the Order or these GTC (including a failure or delay in delivery), the Purchaser shall have the unrestricted right to terminate the contract in whole or in part after having granted a single, written and reasonable grace period (in the Purchaser's discretion) unless otherwise set forth in the Order or elsewhere in these GTC. Notwithstanding any other events foreseen under these GTC or law where no grace period shall be set, in the event that the Supplier violates the voestalpine Code of Conduct, the Purchaser reserves the right to terminate or withdraw from existing contracts without a grace period.

9.2 Notwithstanding any other remedies to Purchaser, if the Supplier (including its sub-contractors) is in default with its obligations under the Order or these GTC (including a failure or delay in delivery), or the Purchaser terminates the contract in accordance with Sections 3.5 or 9.1, then the Purchaser shall be entitled to (but will not be obliged) to, whether or not the Goods have been accepted: cancel any or all remaining instalments if the contract has not already been terminated; refuse to accept any subsequent delivery of the goods or rendering of the services which the Supplier attempts to make; and recover from the Supplier any additional expenditure reasonably incurred by the Purchaser in obtaining the goods or services in substitution from another supplier.

9.3 The Supplier shall not have any claims whatsoever against the Purchaser from such a termination or withdrawal.

10. Liens / Rights of Retention

10.1 The Supplier shall not create - nor do anything which would result in the creation of - any lien, encumbrance, right of retention or any other kind of security on the goods 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 himself shall conclude insurances as may be necessary for the scope of its goods and services. On Purchaser's written demand the Supplier shall deliver to the Purchaser all documents necessary for verifying valid insurance coverage and authorizes the Purchaser to obtain information about the insurance policies from the relevant insurance undertaking.

11.2 The Supplier is obliged to pay its premiums in time and to provide the Purchaser with a confirmation issued by its insurer about the payment due date and the effected payment.

11.3 However, this or any other insurance does not limit the duties and liabilities of the Supplier in any way, even if the Purchaser raises no objection against the insurance policies the Supplier shall submit at the Purchaser's request.

12. Confidentiality and Documentation

12.1 The Supplier is obliged to treat all data and information made known or available to him in the course of our business relationship as a trade secret. This obligation extends to the Supplier's staff and subcontractors as well. It is to continue on upon completion of the business relationship.

12.2 Drawings, models, templates, samples and similar items made available by or on behalf of the Purchaser remain the Purchaser's property and must not be ceded or otherwise made accessible to unauthorized third parties. The reproduction and use of such items is only permitted insofar as this is necessary for carrying out the Order.

12.3 The Supplier may only promote his business contact to the Purchaser after having received the Purchaser's prior written consent.

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

13. Export Control and Customs

The Supplier shall be obliged to inform the Purchaser about any applicable (re-) export license requirements for the goods under national, European or US export control law and customs regulations as well as the export control law and customs regulations of the country of origin of the goods.

14. Conducting Work

Persons who carry out work on the Purchaser's premises in fulfillment of the contract must observe the respective Purchaser's regulations. The liability for accidents suffered by these persons on the Purchaser's premises is excluded except to the extent caused by willful or gross negligent breach of duty by the Purchaser's legal representatives or persons employed in the performance of the Purchaser's obligations.

15. Compliance; voestalpine Code of Conduct

15.1 The Supplier shall comply with the respective statutory provisions governing the treatment of employees (in particular the application for social security, compliance with the applicable employee protection regulations and the laws regulating the employment of (foreign) persons applicable in the country where the goods and services shall be manufactured), environmental protection and health and safety at work. Goods or services (within or outside the Purchaser's premises) shall be manufactured and provided according to the applicable laws (including CE-Conformity and standards) in compliance with the relevant safety provisions (industrial safety regulations) and provisions for the prevention of accidents. The Supplier assumes responsibility for the safety of his staff (including any third-party that may have been assigned by the Supplier, in particular its representatives, their subcontractors, carriers) during any activities.

15.2 In providing goods and services the Supplier (and the Supplier has to ensure that his subcontractors) comply with the laws regulating any activities of the Supplier towards the Purchaser and to follow the EH&S principles of the relevant laws and international standards, as well as the currently valid environment, health and safety guidelines of the Purchaser. This includes the goods' and services' delivery being accompanied by all appropriate information, warnings, instructions and documentation in relation to the safe use, handling, storing, operation, consuming, transportation and disposal of any goods or services or parts of materials, in particular in relation to hazardous materials which will be clearly identified to the Purchaser; and will be free of asbestos, halons, chlorofluorocarbons and radiation exceeding natural background levels unless otherwise agreed with the Purchaser.

15.3 The Supplier is aware that the voestalpine company is committed to the Code of Conduct for voestalpine Business Partners provided for below (also available under http://www.voestalpine.com/group/static/sites/group/.downloads/de/konzern/compliance/INT_kode_x_onepager_EE.pdf) herewith and confirms to have understood it and to comply with the Code of Conduct for voestalpine Business Partners and the values set out therein.

16. Miscellaneous

16.1 The place of performance shall be the final destination mentioned in the Order. The above shall apply to the Supplier particularly in connection with any supply, service and payment, whether or not an individual agreement may have been reached on the place of deliveries, services or payment or bearing of transport costs.

16.2 The written form requirement is also deemed complied with if communications are sent by remote data transmission or facsimile transmission.

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

16.4 The invalidity, illegality or unenforceability of any provision of these GTC shall not affect the other provisions of the GTC or the Order. In the event of the invalidity or non-enforceability of any provision of these GTC, it shall be deemed to have been substituted by a provision that as closely as possible reflects the parties' original intent.

16.5 The contract shall be governed by and construed in accordance with the substantive law applicable at Purchaser's respective corporate seat, without giving effect to the UN Sales Convention (CISG) and the conflict of law rules of international private law.

16.6 The place of jurisdiction for all legal disputes arising from or in connection with the Order shall exclusively either be the court having subject-matter jurisdiction for Purchaser's location or, solely at the Purchaser's discretion, the court having subject-matter jurisdiction for Supplier's location.

Code of Conduct for voestalpine Business Partners

This Code of Conduct defines the principles and requirements voestalpine imposes on its suppliers of goods and services and on business intermediaries, advisors, and consultants and other business partners. These principles and requirements are based on voestalpine's Code of Conduct and on the principles set forth in the UN Global Compact.

- **Compliance with the 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 restrict free competition and not to infringe on national or international antitrust law rules.
- **Prohibition on active or passive corruption/prohibition on granting benefits (e.g., gifts) to employees**
 - The Business Partner undertakes that it shall not tolerate any form of active corruption (offering and granting benefits; bribery) or passive corruption (demanding and accepting benefits), nor shall it collude with such conduct in any manner whatsoever.
 - The Business Partner undertakes that it shall not offer gifts or other personal benefits (e.g., invitations) to voestalpine employees or their close family members, where the total value of such benefits and the specific circumstances create the impression that a particular action is expected from the recipient of the benefit in return. The question of whether this is the case will depend on the specific circumstances of the individual case. Gifts of *de minimis* value and hospitality falling within the range of what is customary in business will, in any event, be permissible.
 - The Business Partner furthermore undertakes that it shall offer customary market prices to employees procuring goods or services for their own personal use, and/or that it shall only grant rebates or other price reductions if they are granted to all voestalpine employees.
- **Respect and integrity**
 - The Business Partner hereby undertakes that it shall respect and comply with human rights as fundamental values on the basis of the European Convention for Human Rights and the UN Charter. In particular, this applies to prohibitions on child labor and forced labor, equal treatment of all employees, and the right of employee representation and collective bargaining.
 - The Business Partner furthermore undertakes that it shall assume responsibility for the health and safety of its employees.
- **Supply chain**
 - The Business Partner will appropriately promote compliance with the substance of this Code of Conduct by its own business partners.