



## GENERAL TERMS AND CONDITIONS OF SALE

**PREMISES** - These General Terms and Conditions of Sale are an integral part of both the commercial negotiation and the Contract that will be implemented and, as such, are considered known and accepted by the Customer.

**OFFERS** - Unless otherwise specified, the expiry date contained in our offers must necessarily be considered mandatory. The offers of materials ready in stock are always intended except for what has already been sold to third parties. The payment terms and conditions contained in the offers are subject to the approval or amendment contained in the order confirmation.

**PURCHASE ORDERS AND ORDER CONFIRMATIONS** – The Purchase Orders must be sent complete and defined in every section: they have the value of a contractual proposal. Their acceptance is constituted by our order confirmation that establishes the special terms and conditions of the supply.

Where necessary, our Company will send a "pre-confirmation", which certifies the planning of the production of the ordered materials. Only the order confirmation determines the completion of the Sale Contract. The terms and conditions expressed in the order confirmation, including those relating to the technical requirements, will prevail over those contained in the offer and/or in the Customer's order and are considered definitive only upon receipt of the order confirmation by the Customer. Any different term and condition, if agreed verbally with any person in charge of our Company, is invalid if it is not contained in the order confirmation or in a written document from our Company.

The Purchase Orders involving industrial property rights of third parties (patents, factory and trademarks, etc.) will not be accepted. The variable part contained in the sale price (alloy surcharge, scrap surcharge, energy, etc.) will be invoiced, unless otherwise agreed in writing, according to the quotation in force on the day of delivery. It is our Company's right to accept the purchase orders at restricted prices on the date of our confirmation.

**SUPPLIES SUBJECT TO RESTRICTIONS** - The customer is aware of and will fully comply with all export, re-export, sanctions and embargo control and regulation laws, as issued from time to time, including, without limitation, all domestic and international transaction restrictions, anti-avoidance prohibitions, directly or indirectly applicable to its business (including the resale of our products), as well as internal voestalpine Group resolutions – viewable on the voestalpine website - referred to the supply of products or services to specific Countries, end users or for specific uses and, in general, the standards applicable to the supply, thus taking over, in the event of violation, all responsibilities in this regard.

**TERMS AND CONDITIONS OF DELIVERY AND SHIPPING** - The terms and conditions of preparation, presentation for testing, shipment or delivery, etc..., listed in any document or declaration, are indicative and not mandatory. In the event of testing at our Company's factories or warehouses, the delivery terms and conditions indicated in our order confirmations always refer to goods ready for testing. Any delays in the activities performed cannot give rise to any dispute, nor to actions aimed at obtaining compensation for all damages, nor to the termination, even partial, of the Contract, nor to the reduction of the price. The delivery terms and conditions are defined on the assumption that the Customer, who takes over all responsibility in this regard, provides all the data necessary for the purpose of fulfilling the purchase order.

Our Company is not responsible for the failed or delayed delivery of the goods, if dependent on difficulties in the supply of energy and necessary materials, dependent on transport delays or difficulties, plant failures, causes of force majeure, natural events, strikes, lockouts, riots, mobilization, war and any other obstacle to manufacturing and delivery.

The above is whether such events affect our Company or our Parent Company or our supplier companies. If the events and/or impediment last more than 30 (thirty) days, we reserve the right to unilaterally amend the supply terms and conditions. No indemnity and/or compensation is due for failure to deliver on time.

After 10 (ten) days from the date of communication, even verbal, of the readiness of the material for shipment or for the relevant delivery, without the Customer:

- has collected or had the goods collected; or
- has not made the relevant payment, if agreed upon notice of ready goods;

this will result in the non-compliance with the related obligations.

As a result of non-collection, our Company may:

- charge the Customer for any storage, custody, insurance, labor costs for travel and any related expenses;
- consider the agreement terminated pursuant to and by effect of Article 1456 of the Italian Civil Code, without prejudice to compensation for all damages;
- send, with the means chosen by our Company, the uncollected materials, carriage forward.

In case of non-payment, if agreed upon notice of ready goods, our Company will have the right to terminate the Contract pursuant to and by effect of Article 1456 of the Italian Civil Code.

**DELIVERY TERMS AND CONDITIONS** - The materials will be supplied under the terms and conditions of delivery agreed and governed by the INCOTERMS in force. In case of "ex our warehouse" (EXW) delivery, our Company will not be responsible for any shortages or damages that occur after delivery of the goods to the carrier. It is up to the consignee to take action against the carrier for losses and damage even if due to bad stowage.

**TOLERANCES** - The dimensional tolerances are those established by the UNI and UNI-EN standards. For the purposes of the execution of the purchase order, a weight tolerance of  $\pm 10\%$  on the quantity ordered is permitted, unless otherwise indicated in the order confirmation. The total weight (mass) of each delivery is the only recognized one. The weight (mass) is that certified by the

supplier with its own means. The difference in weight does not give the right to claims for shortages if it is within the limit of 3‰ (three per thousand).

**FINAL TESTING** - Any testing of the material must be requested by the Customer during the offer phase and the execution methods must be defined before the purchase order is issued. The test will be performed, at our discretion, in our Company's factories or warehouses before the shipment of the material and is intended as discharging for the supplier for all legal purposes. The costs of testing, for materials and labor, and the bills of the testing bodies will be agreed upon in the order phase. The final testing can be carried out by our Company's appointees, by State Bodies or recognized Bodies, or by the Customer's appointees together with our delegates. The material, after the successful outcome of the test, can no longer be rejected or contested. If the Customer formulates a request aimed at extending the testing or shipment of the material and if the request is accepted by our Company, it may be charged for all the higher expenses deriving from this extension.

**PACKAGING** - Our company provides packaging according to use and experience; the related costs, unless otherwise agreed, will be charged to the Customer directly on the invoice. The use of special packaging, as well as the exclusion of packaging, in the case of goods for which they are normally used, must be requested at the time of the purchase order and will be used with the Customer's sole responsibility. Any costs for particular shipping solutions will in any case be charged to the Customer.

**WARRANTY AND COMPLAINTS** - In the case of different goods from the purchase order and/or defective, with defects such as to appreciably reduce their value, a written complaint must be prepared immediately within a maximum term of three days from receipt of the material. The same term is provided for in the event of hidden defects, starting from the discovery of which evidence must be given to our Company.

If the complaint is prompt and founded, following an assessment by the technicians of our parent company, the obligation of our Company will be limited to the possible replacement of the goods, or the return of the amount paid, all against the delivery of the disputed goods.

The obligations of our Company, in the terms and conditions set out above, are subject to the immediate interruption of the processing and/or use of the disputed goods. In fact, our Company takes over no responsibility for the applications, processes and, in any case, all the operations to which the goods are subjected for which it will not reimburse the price paid.

**PAYMENTS** – Payments must be made under the terms and conditions established by the order confirmation. If the Customer defaults, even partially, on the payment obligation, our Company will have the right to terminate the Contract pursuant to and by effect of Article 1456 of the Italian Civil Code, without prejudice to the application of default interest calculated pursuant to Legislative Decree No. 231/2002.

In any case, the right of our Company to terminate the Contract pursuant to Article 1456 of the Italian Civil Code is also provided for if the Customer is involved in protests of securities, as well as in admonitory and ordinary judicial procedures, bankruptcy or otherwise, even extrajudicial.

**CODE OF CONDUCT** - The Company's offers, any "pre-confirmations" and order confirmations must comply with the Code of Conduct for voestalpine business partners, available on the website [www.voestalpine.com](http://www.voestalpine.com).

**GENERAL PROVISIONS AND APPLICABLE LAW** – The General Terms and Conditions of Sale, unless waived by particular conditions contained in the single order confirmation, which must be understood as integrated by these Terms and Conditions, govern all the supplies commissioned to our Company and prevail over any different clause, possibly affixed by the Customer in its general Terms and Conditions of purchase. Any amendments must be agreed in writing with our Company. Any dispute deriving from the interpretation, application, execution, termination of the Contract and/or of these "General Terms and Conditions of Sale" or in any case relating to them will be governed by Italian law and subject to the Court of Milan.

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