

# GENERAL BUSINESS TERMS AND CONDITIONS

## of Zirl Stahl Produkte GmbH

### I. APPLICABILITY and INTRODUCTORY MATTERS

1. Zirl Stahl Produkte GmbH (FN 359409v) with registered office in 8052 Graz, Austria, contracts exclusively on the basis of these General Business Terms and Conditions ("GTC") and is referred to in the following as "ZIRL STAHL". Unless agreed otherwise in writing in a given case, these GTC govern the business relationship with ZIRL STAHL, supersede earlier (derogating) general business or contracting terms and conditions and are applicable to the entire business relationship with ZIRL STAHL. These GTC apply to all types of business relationships with ZIRL STAHL, even where a certain type of business relationship is not explicitly mentioned in these GTC. Where something else or contradictory is agreed upon in specific business transactions, these GTC apply in any event to a subsidiary extent and are to be consulted in cases of doubt, where there are gaps or omissions in the contract or the arrangements or in the event of a dispute.
2. Even where these GTC are not expressly mentioned in business negotiations conducted verbally or by telecommunications, the business partner accepts these GTC in full when initiating contact with ZIRL STAHL, but not later than with acceptance of a (written or verbal) offer or of a delivery either by the business partner or by ZIRL STAHL and in particular for or in the case of a claim against ZIRL STAHL after the end of a business relationship, and these GTC remain applicable even after the end of the business relationship.
3. The application of general business and/or contracting terms and conditions of a business partner or changes to the specific basis of the agreement by it require a separate individual written agreement. A tacit agreement in this respect is excluded. General business and contracting terms and conditions and purchasing, selling or other contracting terms and conditions of business partners are hereby expressly rejected and are considered not agreed to, even where they contain contrary provisions on the applicability of such terms and conditions. Such terms and conditions also do not obligate ZIRL STAHL even where ZIRL STAHL does not explicitly reject them in a specific contract conclusion. Acts of performance by ZIRL STAHL are likewise not considered approval of such terms and conditions. In the event that the respective general terms and conditions of the business partners are contradictory or cancel each other out, applicable are the general terms and conditions of the business partner that provides or brokers the main performance (delivery of goods).
4. To the extent that they do not contradict these GTC, applicable are the General Conditions of Contracting for European Foundries, as amended. In the event of an absence of governing material in the GTC, the General Conditions of Contracting for European Foundries or in the specific agreement between ZIRL STAHL and the business partner, the subsidiary applicability of the UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) is agreed upon.
5. Solely for the purpose of better legibility, a gender-specific writing style is dispensed with. All designations relating to a person are thus to be understood as gender-neutral.

### II. OFFER and CONTRACT CONCLUSION

1. Offers or enquiries of ZIRL STAHL, irrespective of their form, are non-binding and revocable and do not yet obligate ZIRL STAHL to deliver or accept a delivery. Transactions are considered concluded when the respective written (including electronically by email) offer of ZIRL STAHL or the business partner has likewise been accepted in writing (including electronically by email) or fulfilled by ZIRL STAHL by sending the goods to the business partner. Offers or acceptances communicated by ZIRL STAHL verbally or by telecommunications or subsequent changes to a concluded transaction or offers and acceptances by persons (employees of ZIRL STAHL) who are not part of management require in any event a renewed written confirmation in order to be effective. If deliveries made by ZIRL STAHL based on a call-off of goods made by the business partner verbally or by telecommunications result in wrong deliveries due to communication errors, ZIRL STAHL is not liable for this, and the business partner must accept the goods.
2. Cost quotations or price estimates by ZIRL STAHL are in any event considered non-binding. The time and expense for visiting and consultation as well as the preparation of precise specifications, functional specifications, plans, cost quotations, price estimates, etc. will be charged to the business partner separately by ZIRL STAHL if a transaction is not concluded even though the business partner sought the business relationship.
3. Any illustrations, drawings, specifications and marks as well as presentations and information as well as prices of ZIRL STAHL on the website, in catalogues, price lists, brochures, advertisements on trade fair booths or such information in printed materials or online media and the like are in any event non-binding. If a business partner bases its (contract) decision on the aforementioned or similar information and circumstances, it must explain this to ZIRL STAHL expressly and specifically as well as in writing before a contract conclusion. ZIRL STAHL does not have any inspection or explanation duty with respect to an intended use desired by the recipient/customer or to a certain

suitability of the goods unless this has been explicitly discussed in connection with contract conclusion and agreed upon in writing.

### 4. [Specification/sampling]

For or in connection with business transactions for goods to be manufactured on a custom basis, ZIRL STAHL and the business partner(s) of a (also multiparty) transaction agree on an exact specification and sampling unless all involved business partners expressly (in writing) waive same or goods are involved for which a specification and/or sampling is not (technically) necessary, not (technically) possible or not customary in the industry. For specification and sampling, the following process and arrangement applies as a rule to all business partners involved in the business relationship:

- a.) The requesting business partner(s) send(s), as precisely as possible and in the form customary in the industry, representations, descriptions and plans as well as other documents about the desired specifications of the technical, physical and other requirements of the goods.
- b.) The supplying business partner(s) give(s) notice by a reasonable deadline whether manufacture and delivery are possible or not.
- c.) If the supplying business partner(s) provide(s) a commitment, one or more samples will be produced by the manufacturer (or at the works of the supplying business partner) of the goods, which is/are to be tested (on location) by the purchasing business partner(s) itself/themselves or by third parties engaged by it/them by a reasonable deadline and in accordance with criteria customary in the industry. A record or comprehensive documentation is to be prepared about the testing procedure and signed by the business partners involved in the assessment and by the manufacturer, and a type 3.1 certificate in accordance with EN 10204 (ÖNORM: EN 10204:2005-01-01) is to be issued by the manufacturer. In the documentation, the purchasing business partner(s) is/are to confirm whether the sample meets the prescribed specifications. If this is the case, later objections to the specifications/characteristics/dimensions of the goods are excluded, provided they are consistent with the sample or do not deviate from it to the permissible extent.
- d.) In the event of a subsequent change (after the start of the manufacturing process) to the specifications and/or in the event of desired custom productions on the basis of the agreed goods, a new sampling is to be performed.
- e.) Any costs of the sampling, to the extent they exceed the degree customary in the industry, are for the account of the purchasing business partner(s).
- f.) If the purchasing business partner(s) expressly waive(s) a sampling in advance, all liability for a deviation of the manufactured goods from the prescribed specifications is excluded, unless such deviations are based on manufacture that is defective or not customary in the industry.
- g.) If deviations/divergences between samples and delivered goods should subsequently arise at the time of manufacture/delivery and the reason for this is unclear, a testing process is to be initiated that corresponds to a (further) sampling. The costs for this testing process (including administrative expenses of the necessarily involved parties) are to be borne, irrespective of fault, by the business partner from whose sphere the reason for the deviation/divergence can be deduced. If there is also uncertainty with respect to this, each of the involved business partners bears its own expenses/costs.

5. ZIRL STAHL is entitled to accept offers submitted to it only in part, whereby the offer of the business partner becomes a subject of the contract in the offered extent.

6. The business partner expressly waives avoidance of a contract concluded with ZIRL STAHL due to error or *laesio enormis*.

### III. DELIVERY / DELIVERY PERIODS / TAKING POSSESSION / TRANSFER OF RISK / RETURN

#### 1. [Delivery by ZIRL STAHL]

- a.) As a rule, deliveries and thus contract performance by or to ZIRL STAHL take place ex works or ex warehouse and at the cost of the recipient/buyer/customer requesting the goods in each case (EXW, CPT or FCA in accordance with INCOTERMS 2023).
- b.) As a rule, ZIRL STAHL is at liberty to choose the works or warehouse, unless ZIRL STAHL and the business partner have explicitly agreed in writing on a certain works/warehouse. In any event, the respective delivery terms and conditions in the respectively applicable version of the manufacturer/producer are considered agreed upon in addition.
- c.) ZIRL STAHL is entitled to process an order, even where this was not explicitly agreed upon, also in partial deliveries.
- d.) In the event that the recipient/customer arranges for transport itself, the goods reported as ready for shipment are to be called off without delay.
- e.) (Standard) deliveries ex warehouse are made in the quality customary in the trade without warranty for a suitability for a specific intended use or a specific (type of) processing. In the case of delivery in accordance with standards customary in the industry, the technical standards for Austria and/or the manufacturer's country are applicable.

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f.) As a rule, the goods will be delivered packed in the manner customary in the industry, unless something else was agreed upon or explicitly assured by ZIRL STAHL for a specific transaction.

g.) In the event that transport of the goods at the arrangement/order of ZIRL STAHL is agreed upon, ZIRL STAHL is responsible for deciding on the dispatch route, the means of carriage and protection and any additional services (covered transport, crane truck, etc.), with this being under exclusion of all liability for ZIRL STAHL. In any event, the place of performance for the delivery remains the registered office of ZIRL STAHL.

h.) Unless specifically agreed otherwise, the contracting party that arranges for the transport also arranges for the insurance of the transport; in any case, however, the costs for transport insurance are for the account of the recipient/customer.

i.) The costs expended by ZIRL STAHL for the transport, including a reasonable mark-up for administrative expenses, but at least the freight and carriage costs of the chosen type of transport applicable or customary on the delivery date, will be charged to the recipient/business partner.

j.) Delivery of the goods presupposes that access by heavy lorries is possible and permissible. The unloading of the delivery takes place at the cost and risk of the recipient/customer. If unloading by ZIRL STAHL is also agreed upon, then DAP in accordance with INCOTERMS 2020 is deemed agreed upon. The recipient/customer must in a timely manner ensure suitable parking spaces so that unloading is possible without delay and in a manner that is safe in terms of traffic.

k.) ZIRL STAHL is not liable for timely carriage by the carrier/haulier, for twisting or turning, or for influence of weather on the goods (rust film and the like). Any claims arising against the carrier/haulier from the transport will be assigned to the recipient/customer.

l.) Operational and traffic disruptions as well as other restrictions (e.g. through measures in the case of pandemics) are considered force majeure and exempt ZIRL STAHL for the duration of the impediment or, at the choice of ZIRL STAHL, also definitively from the obligation to deliver and result in rescission of the transaction without compensation for either party.

### 2. [Deviations/obligation to give notice of defects]

a.) Deviations from samples (Section I. No. 4., above) in measurements, weights/dimensions and quality are permissible in accordance with the relevant standards for steel and iron or in accordance with industry customariness. The weights will be determined by master weighers of the delivery locations and are the basis of the price calculation.

b.) Minor deviations or other deviations that the business partner can reasonably be expected to accept are considered approved ex ante. This also applies in particular for deviations occasioned by the physical characteristics of the goods themselves.

c.) The recipient/customer must give the carrier/haulier as well as ZIRL STAHL written notice of defects due to transport damages promptly after receipt of the goods.

### 3. [Delivery periods]

a.) Delivery periods announced or, in the course of contract negotiations, discussed are non-binding and are based on the details of the warehouse keeper or manufacturer.

b.) In case of doubt, agreed delivery times begin with the business day following contract conclusion (see above), but not before establishment of all details of the goods and delivery. In the case of delivery times in days, only business days (Monday to Friday) are counted. If the recipient/customer is required to furnish documents (data, official authorisations, approval by third parties, and the like) for the delivery or fulfil conditions (advance payment and the like), the delivery time begins when these documents are on hand or the conditions are met. In any event, the delivery is considered fulfilled if it has been handed over to the carrier/haulier on the agreed date.

c.) A default in delivery up to a default period of four (4) weeks does not entitle the recipient/customer to terminate the contract or assert claims for compensation of damages based on default in performance. This applies even in the case where specific delivery periods or "delivery date fixed" has been expressly agreed upon in the specific transaction. If a delivery period agreed upon by ZIRL STAHL as binding is exceeded, and if the default in delivery does not lie in the sphere of the delivery warehouse/manufacturer, the recipient/customer may terminate the contract with the setting of a written grace period of an additional four (4) weeks.

d.) Claims against ZIRL STAHL for compensation of damages from a default in delivery are excluded. In no event is a forward transaction deemed agreed upon. ZIRL STAHL assures that the recipient/customer will be promptly notified of any delays.

### 4. [Obligation to take possession]

a.) In the case where it is agreed that the recipient/customer will arrange for transport of the goods, it is obligated to take possession of the stored goods without delay, failing which it is in default in acceptance.

b.) If the recipient/customer is in default in acceptance for more than 14 (fourteen) days, or if it – in the case where ZIRL STAHL arranges

for transport – refuses acceptance, ZIRL STAHL is entitled, on the one hand, to have the goods stored at the risk of the recipient/customer and to charge handling costs and administrative expenses, as well as storage costs in the amount of currently EUR 7.50 per square meter of storage space and per calendar day and/or, with the setting of a grace period of two (2) weeks in its own discretion, notwithstanding the claim against the recipient/customer to payment of the purchase price, to dispose of the goods or to sell them to another party. The same applies where ZIRL STAHL holds back a (partial) delivery due to payment default of the recipient/customer.

c.) In any case, in the event of default in acceptance, ZIRL STAHL is not liable for the loss or deterioration of the goods.

5. [Transfer of risk] Irrespective of whether ZIRL STAHL or the recipient/customer arranges for transport, and irrespective of which delivery in accordance with INCOTERMS 2020 is agreed upon, the risk of loss of the goods passes to the recipient/customer with handover of the goods to the haulier or, at the latest, upon leaving the warehouse or works.

### 6. [Return]

In the event that a (partial) return of the goods is agreed upon, ZIRL STAHL is entitled to charge 20% of the net (partial) goods value as administrative expenses and flat-rate compensation of loss of business.

### 7. [Delivery to ZIRL STAHL]

a.) When the transaction is concluded, the delivery method in accordance with INCOTERMS in the respectively applicable version is to be agreed upon. In case of doubt, or absent specific agreement at the time of the business transaction, "DAP" is deemed agreed upon for delivery to ZIRL STAHL. A delivery to ZIRL STAHL must conform to the agreements/specifications/dimensions etc. confirmed in the acceptance/order or call-off document of ZIRL STAHL and/or to the sampling. ZIRL STAHL is entitled to refuse acceptance of deliveries of the business partner that deviate not completely insignificantly and to send them back.

b.) A delivery must take place pursuant to the delivery times specified in the acceptance/order or call-off documents and at the delivery locations specified. Partial deliveries are permissible only in the case of a corresponding, express written agreement. ZIRL STAHL will not take possession of advance or excess deliveries. Agreed product documentation is to be delivered along with the goods. Delivery dates are first considered met when any required or agreed documentation (e.g. technical, shipping, testing documentation) has been received in full by ZIRL STAHL or the recipient specified by it. Only when the delivery is delivered as agreed (in type and quality), in full and properly can (payment/billing) claims against ZIRL STAHL become due and payable, unless something else was agreed upon in advance at the time the specific transaction was concluded.

c.) The business partner must, unless something additional is specified in the acceptance/order or call-off documents, pack the goods carefully and as is customary in the industry and load them securely for transport. To be included with every delivery is, unless something additional is specified in the acceptance/order or call-off documents, a detailed shipping list, which in any event includes the order reference of ZIRL STAHL, the product numbers and the product amounts.

d.) The business partner bears the costs resulting from a delivery of the business partner in contravention of the aforementioned provisions, particularly storage, insurance and return costs.

e.) In the case of deliveries ex works, the business partner must promptly report readiness for shipment and make any required customs documents available in a timely manner.

f.) If the delivery of the business partner does not occur at the stipulated time, at the stipulated place or in the otherwise stipulated manner, ZIRL STAHL has the right, without setting a grace period, to terminate the contract and demand compensation of damages for non-performance or instead insist on contract performance and demand compensation of damage for delayed performance. In the case of termination, the compensation of damages covers, irrespective of other statutory claims, all costs associated with the procurement of substitute deliveries, the detriments from a diminution of selling prices and any penalty claims of customers of ZIRL STAHL.

g.) Unless expressly agreed upon with ZIRL STAHL, the business partner is not permitted to have the goods called off by ZIRL STAHL delivered by a third party (sub-suppliers). If a delivery is permissibly carried out by a sub-supplier, the business partner assigns all rights and claims to which it is entitled under the contractual relationship with the sub-supplier, including all securities, and is jointly and severally liable to the extent of and in connection with its obligation to ZIRL STAHL set forth in these GTC for the proper delivery by the sub-supplier.

## IV. CUSTOMS CLEARANCE

1. In the case of dutiable deliveries/goods, ZIRL STAHL will notify the business partner of the respectively needed customs documents, irrespective of whether ZIRL STAHL is the sender/deliverer or recipient/customer or broker of the transaction.

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2. Unless expressly agreed otherwise at the time of a concluded transaction, ZIRL STAHL as a rule determines the place at which customs clearance of the goods/delivery takes place, irrespective of which delivery method in accordance with INCOTERMS 2023 was agreed to (see Section III, No. 1.).

3. Incurred customs duties are for the account of the business partner. In the event of subsequent changes to the customs provisions or a different evaluation by the customs authorities, ZIRL STAHL will notify the business partner, and the business partner must pay/reimburse any additional amounts of duties.

#### IV. RETENTION OF TITLE

1. ZIRL STAHL retains title to delivered goods until payment in full of all (invoice) amounts and/or outstanding balance claims in the case of a current account that result from the reciprocal business relationship, together with default interest and reminder fees (expanded retention of title). This also applies where payments dedicated to certain (partial or individual) receivables are made. ZIRL STAHL is to have access at all times to goods subject to retention of title.

2. Until settlement in full of open receivables, the recipient/customer bears the risk or loss, destruction or deterioration of the goods subject to retention of title. Any claims under insurance contracts are deemed assigned to ZIRL STAHL in the limits of section 15 of the Austrian Insurance Contract Act (VersVG).

3. In the case of a processing, intermixture or combination by the recipient/customer with other goods not belonging to ZIRL STAHL (the product is called the "new item" in the following), applicable as a rule is that the title of ZIRL STAHL is not lost but rather that co-title to the new item arises in the ratio that the gross value plus ancillary costs (transport, reminder costs, expenses and the like) of the goods subject to retention of titles bears to the value of the new item. The new item existing with co-title is to be held by the recipient/customer in safekeeping (aliquot) for ZIRL STAHL at no charge.

4. The recipient/customer is entitled to resell the goods subject to retention of title or the new item only if the open receivable of the recipient/customer from the resale is assigned to ZIRL STAHL in the amount of the gross value plus ancillary costs (transport, reminder costs, fees and the like) of the goods subject to retention of title, this assignment of receivable is disclosed in the business records of the recipient/customer, notified to the third-party buyer and the third-party buyer is made known to ZIRL STAHL.

5. For the duration of the valid existence of the retention of title, the recipient/customer is also not permitted to make other transactional dispositions of the goods or the new item that could jeopardise the retained title and/or the co-title of ZIRL STAHL. In particular, the goods/new item may not be pledged, assigned for the purpose of security, rented out or otherwise provided to third parties for use. In the event of an executive attachment or other endangerment of the goods subject to retention of title, the recipient/customer must notify ZIRL STAHL without delay.

6. If the transaction is rescinded due to retention of title, the original invoice amount will be increased by interest, costs and expenses for retrieving the goods, and the payments made on account and the objective value of the goods or their resale proceeds will be deducted from the amount so calculated, whereby ZIRL STAHL is under no obligation to mitigate damages.

7. The preceding agreements also apply in the case of a formal or substantive insolvency of the recipient/customer. A breach by the recipient/customer of the preceding agreements will result in the criminal prosecution authorities being notified of suspicion of the offence in section 133 of the Austrian Criminal Code (StGB).

#### V. INTELLECTUAL PROPERTY / CONFIDENTIALITY

1. **[Intellectual property]** Technical and commercial documentation, representations, drawings, specifications and samples (hereinafter, "sensitive information") of goods offered by ZIRL STAHL or its suppliers or by a third party brokered by ZIRL STAHL, or of contractual goods, are – other than where standards customary in the trade are involved – the intellectual property of the respective creator.

2. **[Confidentiality]** The business partner is not permitted during the contractual relationship or after the contract ends to disclose to third parties the sensitive information specified under No. 1, either in whole or in part, without the prior consent of ZIRL STAHL, to make same accessible to third parties or to use or exploit same in some other way for purposes unrelated to the contract. The business partner is obligated to notify all persons involved on its side about the circumstance mentioned in No. 1 and the confidentiality obligation addressed here and to place an equivalent obligation on them.

3. **[Indemnification]** The business partner is obligated to indemnify ZIRL STAHL and hold it harmless in the event of a breach by the business partner of the confidentiality obligation vis-a-vis any third party making a claim against ZIRL STAHL on account of such breach.

4. **[Penalties]** For each instance of a breach by the business partner of the confidentiality obligation, it must pay ZIRL STAHL, irrespective

of the occurrence of actual damage by ZIRL STAHL or a third party, a penalty equal to 30% of the actual or expected net value of those goods with which the sensitive information is connected, but at least an amount of EUR 15,000. However, the right to claim compensation of damages remains unaffected by payment of the penalty in terms of the reason and the amount.

#### VI. WARRANTY / COMPENSATION OF DAMAGES / PRODUCT LIABILITY in the case of DELIVERIES from or by ZIRL STAHL

1. The recipient/customer must promptly inspect the goods when they are delivered. Notice of obvious defects in the goods delivered by ZIRL STAHL must be given by the recipient/customer to ZIRL STAHL in writing within a period of seven (7) days from delivery of the goods, together with documentation of the defects and the other circumstances relevant for the defect as well as available testing reports, failing which claims are excluded. ZIRL STAHL is to be given the opportunity to inspect/test the goods/defects and take any samples, failing which every warranty claim is lost.

2. Latent defects must likewise be asserted within a period of seven (7) days after the time the defects become apparent in the same form as for obvious defects, but additionally with the description of the circumstances of their first becoming evident at a later point. ZIRL STAHL is to be given the opportunity to inspect/test the goods/defects and take any samples, failing which every warranty claim is lost.

3. Warranty claims are – after giving timely notice of defects in accordance with the preceding clauses – to be asserted in court/before an arbitral tribunal within a period of six (6) months from the end of the deadline for giving notice of defects.

4. In the case of a production or direct delivery of the goods by a third party, every warranty obligation of ZIRL STAHL to the recipient/customer is limited to the same extent as this third party warrants to ZIRL STAHL.

5. A warranty is excluded for any type of defects if the goods have already been processed or modified in some other way.

6. First and foremost, ZIRL STAHL has the right to improve or exchange the defective goods, with a partial exchange of an entire delivery also being possible. If an improvement or exchange is impossible, or if same is possible only with disproportionate means, or if the defect is only minor (in particular, also insignificant visual defects), the recipient/customer is entitled to an appropriate price reduction. The recipient/customer has the right to terminate the contract only if the defect is significant and unrectifiable and affects more than 50% of the scope of a specific (partial) delivery, whereby as a rule this threshold value is to be calculated according to the value of the delivered goods. In the case of a claim for termination of contract with respect to a partial delivery of a total delivery, the recipient/customer has the right to terminate the contract only with respect to the affected partial delivery.

6. Damages from defects and/or consequential damages from defects and/or third-party damages will be compensated by ZIRL STAHL only if a.) personal injuries are involved, b.) the damage had to be anticipated or was foreseeable at the time of contract conclusion, c.) ZIRL STAHL or a person attributable to it acted with at least gross negligence in the fulfilment of its own contractual obligations, d.) ZIRL STAHL is culpable of grossly negligent fault in selection and e.) there is a direct causal connection between the breach of obligations and the damage. Lost profit is compensated only in the case of wilfully damaging action by ZIRL STAHL. Every claim for compensation of damages is limited in terms of amount by the gross value of the affected (partial) delivery causing the damage.

7. To the extent permitted by the Austrian Product Liability Act (PHG), a liability of ZIRL STAHL under that Act is excluded. However, ZIRL STAHL undertakes to disclose the producer(s) of the goods concerned.

8. Events of force majeure, which include, inter alia, strikes, significant operational disruptions, pandemics and all circumstances that make delivery of the goods forming the subject of the contract considerably more difficult or impossible for ZIRL STAHL, regardless of whether these events occur at ZIRL STAHL or at an involved third party in the sphere of ZIRL STAHL, do not entitle the recipient/customer to a claim for warranty, compensation of damages, etc. In such cases, ZIRL STAHL has the right to terminate the contract entirely or in (the still outstanding) parts without compensation.

#### VII. WARRANTY / COMPENSATION OF DAMAGES / PRODUCT LIABILITY in the case of DELIVERIES to ZIRL STAHL

1. The business partner warrants to ZIRL STAHL in accordance with the statutory provisions in sections 922 et seqq. of the Austrian Civil Code (ABGB), whereby the following special agreements are made:

a.) The statutory deadlines first begin to run at midnight of the following day if possession of the delivery/goods was taken at ZIRL STAHL or at the recipient designated by it.

b.) An extrajudicial declaration by ZIRL STAHL to the business partner is sufficient for meeting the deadlines; the deadline for assertion in



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court is interrupted by this and first begins to run three (3) months after the time, if the business partner made the last attempt at repair, a repair is impossible due to the nature or type of defect or the defect qualifies as unrectifiable or the business partner refused the repair in writing to ZIRL STAHL or fails to meet a deadline set for repair.

c.) The business partner expressly waives the defence of untimely notice of defects.

d.) In the case of latent defects, the deadline for asserting a warranty claim by ZIRL STAHL begins to run when the defect and its entire form/impact is unambiguously and fully evident, in particular where only the end customer of the delivery/goods can identify defects.

e.) In the event that due to the refusal of the business partner to acknowledge the defects or for the determination of the type and scope of the defect, the involvement of an expert third party (testing companies or the like) is necessary, and should it turn out that in actuality a defect exists that is not fully insignificant, the business partner, in addition to its obligation concerning the warranty, also must assume/reimburse the costs of this verification activity of the expert third party.

f.) ZIRL STAHL is at liberty, irrespective of the type of defect, to demand in its discretion termination of contract, reduction of the price, improvement or replacement of missing items. The business partner is bound by the requirements in this respect, failing which the liability of the business partner under the warranty is deemed not fulfilled.

g.) In the case of (latent) defects not identifiable without further testing, ZIRL STAHL or its customers are entitled, irrespective of fault by the business partner, to demand that the business partner reimburse the costs of a processing of the goods that subsequently proved to be useless.

2. ZIRL STAHL is in any case entitled in full to statutory claims for compensation of damages, including the claim to compensation of lost profit.

3. The business partner is liable to ZIRL STAHL and its customers that purchased the (damaging) goods in any event in accordance with the provisions of the PHG. Restrictions of any kind are expressly not acknowledged by ZIRL STAHL and/or are ineffective.

### VIII. TRIANGULAR TRANSACTIONS (BROKERED TRANSACTIONS)

1. **[Applicability of these GTC]** These GTC apply in any case also to transactions in which ZIRL STAHL is not the direct supplier of the goods, such as brokered or third-party transactions (hereinafter collectively "triangular transactions"). Any agreements of the business partner with the involved third party, or its general business terms and conditions acknowledged by the business partner, that conflict with these GTC are deemed not agreed upon vis-a-vis ZIRL STAHL.

#### 2. **[Brokered transactions]**

a.) Even where in actuality no specific commission is agreed upon, ZIRL STAHL receives an appropriate commission in line with the customary commission rate in European steel trading for every type of brokering of transactions. In case of doubt or in the absence of a special agreement, the measurement basis for the commission of ZIRL STAHL is the net value of the transactions initiated or brokered by ZIRL STAHL. With regard to the measurement basis, any discounts, (volume) rebates or allowances, deferrals, instalment agreements, but also payment defaults, that are subsequently agreed upon by the contracting parties to the brokered transaction are not to be taken into account.

b.) The business partner is obligated to promptly disclose to ZIRL STAHL the transactions (actually) concluded with the contracting partner so that ZIRL STAHL can prepare a commission billing statement. The amount of the invoiced commission plus value-added tax and other charges is due irrespective of the complete settlement of the transaction, including payment in full by the contracting partner.

c.) In the case of a (valid) brokering activity by ZIRL STAHL, whether on the basis of a framework agreement or an individual transaction, the business partner offers or requests goods exclusively via ZIRL STAHL and consequently undertakes not to conclude with third parties (or its affiliated undertakings) for which ZIRL STAHL has initiated a possible conclusion any direct or indirect transactions for goods forming the subject of brokering in the broadest sense through circumvention of ZIRL STAHL. The communication with the third party in connection with the transactions brokered by ZIRL STAHL is to be handled exclusively by or through ZIRL STAHL, such that ZIRL STAHL at all times has an understanding of the conclusion and settlement of the transaction. Enquiries/notices of the third party must be promptly forwarded to ZIRL STAHL.

d.) In the case of a breach of this circumvention prohibition, the business partner is obligated to disclose to ZIRL STAHL all documents and information in connection with the attempted or completed circumvention transaction and to pay ZIRL STAHL a contractual penalty, which is not subject to the judicial reduction, equal to 30% of the net value of the circumvention transaction, but at least an amount

of EUR 15,000 (Fifteen Thousand Euros). Any claims of ZIRL STAHL for compensation of damages in excess of this are not affected by the agreement on this contractual penalty.

e.) The circumvention prohibition remains in effect for a period of three (3) years after the end of the brokering activity of ZIRL STAHL ("post-contractual period").

f.) Other than where a special delimitation arrangement was agreed upon in writing, ZIRL STAHL is also entitled to a commission for transactions that are first concluded or settled after the formal end of a brokering contract but had already been initiated or brokered by ZIRL STAHL and for transactions for comparable goods if the business transaction had originally been brokered by ZIRL STAHL for other goods but between the same contracting parties or with their affiliated undertakings and for transactions that are concluded due to the consulting activity by or a referral from ZIRL STAHL.

### IX. PRICES and PAYMENT TERMS

1. As a general rule, ZIRL STAHL negotiates and agrees on a net price plus incurred taxes (VAT), customs duties and other charges. As a general rule, the net purchase price is a fixed price, unless after contract conclusion the supplier of ZIRL STAHL or (in the case of brokered transactions) the direct supplier (producer) of the business partner subsequently implements a price increase or the circumstances on which calculation of the price was based experience a change before the time of delivery. In the case of delivery to the recipient/customer of goods that are not intended for the territory of the European Union, ZIRL STAHL will first charge Austrian value-added tax and then reimburse it to the recipient/customer after submission of the tax-related export certificate.

2. If in written offers of ZIRL STAHL, a gross price is based on an incorrect/inaccurate statement of taxes and charges or if the breakdown of the gross price is based on a calculation error, or if applicable taxes and charges change or are newly introduced between contract conclusion and delivery/invoicing by ZIRL STAHL, this does not change the agreed net price, and ZIRL STAHL is entitled – including retroactively – to invoice the (correctly or newly) resulting gross price.

3. Unless explicitly offered/agreed otherwise, prices offered by ZIRL STAHL are net of freight costs, special packing, insurance, installation, assembly, other ancillary services and the like.

4. Payments in satisfaction of the obligation are to be made to the account listed on the invoice of ZIRL STAHL. Payments are deemed effected on the date on which the amount is credited to the account of ZIRL STAHL. Unless the invoices of ZIRL STAHL provide otherwise, the invoiced amounts are to be paid, free of deductions, within thirty (30) days into the account ZIRL STAHL IBAN: AT02 2031 4055 0002 6280, BIC SKBIAT21XXX.

5. A discount for immediate payment is permissible only by special agreement. In the event of default in payment, even with only a partial amount, prompt payment agreements become retroactively void, including for paid, preceding partial deliveries of the same transaction. (Partial) payment will first be applied to ancillary fees, then to interest and finally to the principal.

6. Cheques and bills of exchanges will be accepted only in accordance with express agreement and in any case only on account of payment and not in lieu of payment. Charges for bills of exchange must be properly calculated. Credits of amounts paid in this way are made after deduction of any expenses and with a value date on the date on which ZIRL STAHL can dispose of the value. Incurred discounting and collection fees as well as other cash outlays in connection with acceptance of bills of exchange will be charged separately.

7. ZIRL STAHL is entitled to set off against claims of the business partner with its own claims, regardless of their legal basis. By contrast, the business partner is entitled to set off only if its claims have been acknowledged by ZIRL STAHL in writing or reduced to an enforceable judgement.

8. In the case of payment default, pursuant section 456 of the Austrian Commercial Code (UGB), a default interest rate equal to 9.2% over the basic interest rate is agreed upon. In the case of a payment default, interest calculation begins retroactively on the date of invoicing by ZIRL STAHL.

9. Unless agreed otherwise in writing, applicable in the case of payment in agreed instalments is that in the event of arrears of two (2) instalments, default automatically occurs, and the entire outstanding balance, including interest and costs, becomes immediately due and payable. Any agreed payment on account will be expressly agreed upon only as a down payment.

10. In the event of justified concerns with respect to the creditworthiness of the business partner, ZIRL STAHL is entitled to accelerate the maturity of all outstanding claims with immediate effect, despite any agreed later payment date or an instalment agreement, and to withhold still outstanding (partial) deliveries until payment of all open amounts or to make such deliveries only against advance payments or the posting of security or to terminate the contract without

# GENERAL BUSINESS TERMS AND CONDITIONS

## of Zirl Stahl Produkte GmbH

setting a grace period and, if appropriate, to demand compensation of damages for non-performance.

11. The business partner accepts that it must pay the costs for warnings about open amounts, i.e. EUR 50 plus VAT per warning, and also must likewise reimburse the costs for any necessary out-of-court or in-court debt collection by (legal) representatives or agents (as pretrial costs).

### X. TERMINATION OF CONTRACT WITHOUT NOTICE

Notwithstanding the rights of ZIRL STAHL resulting here or from the law based on warranty, compensation of damages, payment default and the like, ZIRL STAHL is entitled to dissolve a business or contractual relationship with a business partner prematurely and without observing any agreed notice period or to refuse an offer or an acceptance if

a.) insolvency proceedings are commenced in respect of the assets of the business partner or an application for commencement of such proceedings is refused for lack of assets to cover the costs or the prerequisites for the commencement of such proceedings or the refusal of such an application exist;

b.) the business partner breaches its contractual obligations in a not insignificant manner and despite warning does not return to conduct in conformity with the contract or does not acknowledge the applicability of these GTC or disputes it;

c.) if the business partner experiences a material change in its company circumstances, e.g. change of management or change of ownership of more than 50% of the interests or voting rights or granting of rights of whatever nature that concern more than 50% of the interests or voting rights;

### XI. DATA PROTECTION / CREDIT CHECK / CREDIT DEFAULT INSURANCE

1. The business partner is aware of the declaration of ZIRL STAHL on the website [zirl-stahl.at](http://zirl-stahl.at), which is also to be issued to it as a hard copy upon request, concerning the personal data collected in the course of the business relationship ("data protection policy").

2. ZIRL STAHL is entitled, particularly in cases of payment default, to transmit the data of the business partner to official associations of privileged creditors for purposes of creditor protection and to perform a credit check of the business partner at any time, including prior to a specific conclusion of a transaction.

3. The business partner is aware that ZIRL STAHL commonly obtains credit default insurance and must comply with any instructions of the credit default insurer in the event of performance disruptions on the part of the business partner, despite any contrary assurances or deferrals or other relief for the benefit of the business partner. If a delivery and/or a business partner is unable to be insured (in its entirety), then ZIRL STAHL will deliver only if an advance payment is made or ZIRL STAHL receives other security for the full payment after

delivery, e.g. letter of comfort from an affiliated undertaking or a bank guaranty or special insurance. The business partner must pay the cost of such special securities and/or insurance.

### XII. Other contractual provisions

1. After the ending of a business or contractual relationship with ZIRL STAHL, the business partner is obligated:

a.) to settle pending transactions under the same terms as were agreed upon for the ended business and contractual relationship;

b.) to comply with the agreements expressly furnished with post-contractual effect;

c.) to return the documents reciprocally made available. This also applies to any copies as well as entire or partial representations of the content on other data storage devices, e.g. on EDP materials.

2. The business partner of ZIRL STAHL is obligated not to directly or indirectly recruit, poach, employ or otherwise enter into a business relationship with employees, sales partners or customers of ZIRL STAHL, either for itself or otherwise, failing which it must compensate damages.

3. If individual clauses of these GTC are legally ineffective, the other provisions remain in effect, and considered agreed upon are those that most closely approximate the ineffective provisions in substantive and economic terms.

4. These GTC, as well as all business relationships with ZIRL STAHL, are governed exclusively by Austrian law under exclusion of the referral norms of international private law.

5. As a rule, the exclusive (international) jurisdiction of the Regional Court of Graz as a commercial court is deemed agreed upon for legal disputes that arise out of or in connection with these GTC or a specific business transaction. Legal disputes with an amount in dispute of more than EUR 1,000,000, and in the case of legal disputes with business partners with a (main) registered office outside of the European Union that do not recognise or enforce decisions (judgements, orders, temporary injunctions) of Austrian courts, including under multilateral or bilateral agreements, will be definitively decided in accordance with the Arbitration Rules of the Internal Chamber of Commerce (ICC) by an arbitrator appointed in accordance with those rules (single arbitrator procedure), whereby expressly the arrangements in accordance with Article 30(2)(b) of the ICC Arbitration Rules on the expedited procedure apply irrespective of the amount in dispute (over EUR 1,000,000). Vienna is deemed agreed upon as the place of arbitration, and the language of the arbitral procedure is German.

6. These GTC are also published in languages other than German for informational purposes. In the event of substantive conflicts or ambiguities that result between the German version and the translations, the content of the German version applies without exception.