

Stahl- und Walzwerk Marienhütte GmbH

General Terms and Conditions of Purchase

I. Applicable terms and conditions of purchase and their validity

1. The legal relationship between the supplier and Stahl- und Walzwerk Marienhütte GmbH or one of its affiliated companies (hereinafter all referred to as Marienhütte GmbH) shall be governed by the following Terms and Conditions of Purchase. These shall apply to all orders, framework orders and contracts concluded with the supplier, however these are or will be designated in detail. Insofar as the term "supplier" is used in the following, this shall be understood to mean the contractual partner commissioned with a delivery, work or service.
2. The contractual language is German. This is irrevocably stipulated for the current and all future agreements between the contracting parties.
3. These Terms and Conditions of Purchase were submitted to the Supplier for review prior to the conclusion of the contract and were accepted by the Supplier.
4. Unless other agreements have been made with legal effect, the General Terms and Conditions of Purchase of Marienhütte GmbH shall apply exclusively between the parties, together with all documents subject to them.
5. Contracts of any kind as well as their amendments and supplements (prices, quantities, dates, specifications, etc.) require a written agreement to be valid, whereby an agreement can also be concluded by e-mail or fax.
6. The supplier's terms and conditions shall only become part of the contract if they are expressly agreed to in writing when the contract is concluded. Neither silence nor the acceptance and payment of the service shall be deemed as consent. If reference is made in the order to the supplier's offer documents, this shall not be deemed to be acceptance of the supplier's commercial terms and conditions.
7. For reasons of easier readability, no gender-specific differentiation such as supplier is used in these Terms and Conditions of Purchase. Corresponding terms apply to all genders in the interests of equal treatment.

II Offers

1. Offers, plans and cost estimates of the Supplier, even if they were prepared on request, shall be made free of charge and shall not have any legally binding effect.
2. The Supplier's offers must contain an expressly designated acceptance period. If they do not have such a deadline, the offer submitted may also be accepted at a later date at the price and conditions stated therein. However, the supplier must immediately notify the customer of any price reduction and adjust the present offer accordingly.
3. Offer documents will not be returned and samples will not be remunerated unless this has been expressly agreed in writing.

III Order processing

1. Legally binding orders shall only be placed in writing, including orders by e-mail.
2. Upon receipt of a legally binding order, the supplier must send a written order confirmation within a period of 2 days. This is to be sent by e-mail to einkauf@marienhuette.at.
3. If the supplier sends a timely order confirmation, or if the order is not rejected in writing within the aforementioned period, or if the supplier begins with the corresponding execution activities without prior feedback, the order shall be deemed accepted in the respective form and a legally effective contract shall therefore have been concluded between the parties.
4. The supplier confirms that only sufficiently authorized persons are used in order processing and order execution and that only such persons can make legally binding declarations for the supplier.
5. Marienhütte GmbH reserves the right to demand the interruption of the further execution of the order ("suspension") or to withdraw from the contract in whole or in part ("cancellation") at any time, even if the supplier is not at fault.
6. In the event of a suspension for a period of more than 6 months, the supplier may, from the 7th month onwards, claim compensation for the costs actually incurred, but not for loss of profit. For the reimbursement of costs, the supplier must present the costs resulting from the delay in detail and claim them within a reasonable period of time.
7. In the event of cancellation, the supplier shall be entitled to invoice the services/deliveries demonstrably provided up to the date of withdrawal. In this context, however, the supplier may

not charge for loss of profit or voluntarily incurred additional expenses.

IV. Payment

1. Payment shall be made in accordance with the agreed targets. If no separate agreement has been made, the following conditions shall apply: 21 days 3% discount or 30 days net. The period shall commence upon receipt of the contractual performance and upon receipt of a proper and verifiable invoice. If acceptance papers, material certificates or other documents are to be provided by the supplier in addition to the actual delivery or service, the invoice shall not become due until these documents have been received in full. In the case of work services to be provided by the supplier, the supplier's invoice shall not become due until the work service has been accepted in writing.
2. For each agreed down payment of € 20,000 net or more, the supplier must submit an unlimited bank guarantee from a first-class European banking institution in the amount of the down payment made.
3. Payments shall be made by bank transfer to the recipient bank specified on the invoice. All invoices must contain the necessary bank details, including IBAN and BIC.
4. The contracting parties agree that all payment obligations arising from the contract shall be made in EURO, based on the exchange rate valid on the day of payment.
5. The supplier is not entitled to assign claims or have them collected by third parties without prior written consent.
6. Marienhütte GmbH shall be entitled to offset outstanding claims against the supplier, insofar as these are already due.
7. Invoices must be sent electronically to invoice@marienhuette.at stating the order number and after the goods have been dispatched. Copies of invoices and partial invoices are to be marked as such. Invoice amounts relating to deviations in performance and/or services rendered are to be shown separately and documented in detail.
8. All invoices must comply with the formal requirements of § 11 UStG for issuing invoices.
9. Invoices that contain formal, factual or arithmetical defects or errors shall not constitute a due date for payment until they have been corrected and may be returned within the payment period. In this case, the payment period shall only commence upon receipt of the corrected invoice.
10. In the event of defaults in performance, Marienhütte GmbH shall be entitled to withhold payment in full until proper fulfillment, without loss of rebates, discounts or similar payment benefits.
11. Under no circumstances does the payment constitute recognition of the correctness/freeness from defects of a delivery or service. No waiver of claims in the sense of private law can therefore be derived from this.
12. Invoices shall be deemed paid on the date on which they are debited from the account of Marienhütte GmbH.

V. Packaging / Shipping / Proof of origin

1. The supplier shall bear the shipping and delivery costs. Unless otherwise agreed, the form of packaging shall be selected independently by the supplier, taking into account the specific requirements of the item to be delivered.
2. the packaging must be selected in such a way that any kind of damage and corrosion of the delivery item during transportation can be excluded and that storage is possible for a period of at least 6 months under normal storage conditions without damage.
3. the marking, packaging, labeling, identification, handling and instructions for use of the ordered delivery items must be in accordance with the practice of transport. Furthermore, the selection of the transport driver and the mode of transport must correspond to the practice of the transport.
4. The delivery bill must contain at least the following information on the delivery item: Order number, details of the quantity delivered, designation and part number including modification index.
5. If the validity of special Incoterms has been agreed, these provisions shall take precedence over the contractual relationship. If the supplier generally refers to the provisions of the Incoterms, but no special agreement has been made in this respect, the transaction in the EEA shall be deemed to have been concluded in accordance with Term DAP, in the case of third country transactions in accordance with Term DDP.

- 6 For deliveries from preferential countries, the supplier must enclose the proof of preference with each delivery. The long-term supplier's declaration in accordance with Regulation (EC) No. 1207/2001 must be submitted once a year.
- 7 The customs origin of newly accepted delivery items, or a change of origin of these, must be reported immediately and unsolicited.

VI Transfer of risk

1. If the application of the DAP or DDP Incoterms has been contractually excluded, the transfer of risk in the deliveries or services to be provided by the supplier shall only take place upon complete acceptance at the place of performance. Partial deliveries and partial services, as well as the commissioning or commissioning of partial deliveries and partial services, even if these have been contractually agreed, shall not constitute a transfer of risk.

VII Scope of delivery and services

1. The supplier is obliged to fulfill the agreed scope of delivery and services (including complete documentation) properly, at the agreed time, completely and at the agreed lump sum price.
2. In order to fulfill the agreed scope of delivery and services, the associated obligations/obligations and in particular to ensure smooth order processing, flawless and rapid assembly/commissioning and flawless industrial operation, the supplier is obliged, among other things, to carefully check the contents of the order basis and the technical specifications of the order for completeness, suitability and freedom from defects and to immediately draw attention to recognizable problems in this context. In addition, the supplier is obliged to inform himself about the specific local, installation and operating conditions at the place of use/installation of the supplies/services in such a way that the functionality and performance of the supplies/services for the recognizable purpose of use is guaranteed under the given general conditions.
3. When fulfilling the agreed scope of delivery and services, the supplier shall comply with the state of the art and the technical standards/norms applicable to the respective scope of delivery and services as a minimum requirement. Any further contractual agreements regarding technical specifications and execution standards shall remain unaffected by this.
4. Complete fulfillment of the agreed scope of delivery and services shall also include, in particular, the effective transfer of unrestricted, unencumbered ownership of the delivery and the provision of unrestricted power of disposal with regard to all parts, including all documents/documentation necessary for commissioning, permanent operation and ongoing maintenance/servicing or agreed in addition.

VIII. Delivery dates and deadlines / delivery quantities

1. The delivery address stated in the order, as well as the agreed delivery dates, deadlines and quantities, are binding. Advance or partial deliveries, as well as the delivery or performance of excess or short quantities, are only permitted with prior written consent.
2. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods at the Marienhütte GmbH factory premises.
3. Marienhütte GmbH shall be entitled to return deliveries which have arrived before the agreed date and have not been notified in advance, or which exceed the agreed quantities, at the expense and risk of the supplier, or to charge the supplier for the reasonable costs of storage.
4. The supplier is obliged to maintain an appropriate outage strategy for its production facilities and plants in order to ensure timely delivery in the event of an emergency.

VIX. Changes

1. Marienhütte GmbH may at any time demand changes to the delivery item with regard to design, process and execution, which, if reasonable for the supplier, must be implemented by the supplier without delay. The effects, in particular with regard to additional or reduced costs, shall be regulated appropriately by mutual agreement.
2. The Supplier may only rely on changes, additions and supplements/additions to orders if they have been expressly commissioned or confirmed in writing.

X. Provisions

1. material, substances, containers, special packaging, tools, measuring equipment or similar provided by Marienhütte GmbH (materials provided) shall remain the property of Marienhütte GmbH.
2. the supplier shall not be entitled to a right of retention, for whatever reason, to the materials provided.

XI. Documentation

1. Unless otherwise agreed, documents/documentation must be supplied in German.
2. If contractual or customary documentation obligations exist for delivery items/services, the supplier must keep the corresponding records and retain the inspection documents/documentation for 10 years after the last delivery. If required, the supplier must submit these within 14 days of being requested to do so.
3. The supplier shall make all certificates corresponding to the declaration of conformity available for inspection and filing and inform Marienhütte GmbH immediately of any changes in this respect.
4. The traceability of quality-relevant products must be fully verified by the supplier, documented so that it can be viewed at any time and, if necessary, made available with every delivery.
5. The declaration of conformity must state the manufacturer, the identification of the product as well as a declaration, its release (signed) and classification, details of the conformity procedure and the auditor's certificate number.
6. Upon request, the supplier shall provide drawings and other design documents for direct and indirect products/services as well as all detailed information in accordance with the order within a reasonable period of time.
7. If the delivered goods do not comply with the associated documentation or the agreements formulated in the order, the resulting costs will be charged to the supplier. A minimum lump sum of EUR 75 shall be charged as compensation for documentation costs.

XII Quality

1. The supplier is required to establish a quality management system in accordance with ISO 9001 in his company. If such a system has not yet been established, it must be aimed for in the foreseeable future and the requirements must be covered in the meantime with similar or related management systems.
2. The supplier is also required to submit certifications in accordance with ISO 14001 (environmental management system) and ISO 45001 (occupational health and safety management).
3. The supplier agrees to have its quality management system and the relevant manufacturing and testing procedures reviewed by Marienhütte GmbH, or by a third party authorized by Marienhütte GmbH (e.g. customer), by means of QM system audits and/or process audits after timely advance notification.
4. The supplier is responsible for ensuring that any subcontractors and sub-suppliers also act in accordance with the aforementioned principles and rules.

XIII Legal requirements

1. The supplier shall fully comply with all applicable labor law provisions in the manufacture of its products and deliveries, in particular the provisions on employee protection and those against wage and social dumping.
2. The supplier must act exclusively in accordance with human rights when manufacturing its products.
3. All products and deliveries must comply with the applicable environmental protection regulations.
4. For materials and objects which, due to their nature, their properties or their condition, may pose a risk to the life and health of people, risks to the environment and to the damage-free nature of objects, and which therefore require special treatment in terms of packaging, transportation, storage, handling or waste disposal, the supplier must provide a safety data sheet or accident leaflet in accordance with the applicable statutory provisions.
5. The supplier warrants the clear labeling of its deliveries and services if they have safety or environmentally relevant properties. These must be clearly identified by means of international hazard labeling and instructions in German.
6. The supplier must also impose the aforementioned obligations on its suppliers and must only procure goods or services from partners who act in full compliance with human rights, environmental and labor law.
7. The supplier undertakes to comply with the provisions of the Marienhütte GmbH Code of Conduct.

XIV Delay in delivery

1. In the event of non-compliance with the agreed delivery date, Marienhütte GmbH may charge the supplier a penalty of 1% of the total order volume for each calendar day or part thereof from the 5th day of delay.
2. If it becomes apparent to the supplier that he will not be able to meet the agreed delivery periods or delivery dates, he must notify the supplier immediately in writing, stating the expected duration of the delay.
3. The supplier shall take all appropriate measures at its own expense to keep delays as short as possible. The intended measures must be communicated immediately in writing. The

supplier's responsibility for the timely fulfillment of the contract remains unaffected by this.

4. If the supplier is in default with the fulfillment of his contractual obligations, Marienhütte GmbH shall have the right to choose to withdraw from the contract in whole or in part after setting a reasonable grace period. From receipt of the declaration of withdrawal in the supplier's sphere, a debt-discharging performance/delivery by the supplier is no longer possible. If the right of withdrawal is exercised, payments already received for deliveries/services in arrears shall be remitted to Marienhütte GmbH in full, or in accordance with the extent of the partial withdrawal, within a period of 14 days from receipt of the declaration of withdrawal without being requested to do so. If payments have already been made in advance with regard to the actually intended duration of the contractual relationship, these must also be transferred back without being requested, in compliance with the aforementioned modalities.
5. In the event of culpably caused delay, the supplier shall be obliged to compensate for the resulting damages and additional costs. In this context, additional costs shall include all costs for the resources required to achieve the purpose of the contract. Means shall not only include materials, know-how and information, but also costs for personnel and external service providers/providers.
6. Furthermore, the supplier shall reimburse Marienhütte GmbH for all costs arising from damages or contractual penalties to which Marienhütte GmbH was obligated due to breaches of contract vis-à-vis third parties that originated in the supplier's culpable delay in delivery.

XV. notice of defects

1. All deliveries shall be deemed to have been accepted "with reservation" with regard to their freedom from defects. Marienhütte GmbH is under no obligation whatsoever to check the information provided by the supplier beyond the quantity identity check.
2. Marienhütte GmbH shall notify the supplier of defects in a delivery within a reasonable period of time as soon as they are discovered in the ordinary course of business. In this respect, the supplier shall not be entitled to the objection of delayed notification of defects.

XVI Complaints

1. If a complaint is made, the supplier must deal with it immediately upon notification.
2. Complaints must be processed without exception in accordance with the steps set out below. The supplier must notify the relevant departments or contact persons in his company for the safe and smooth processing of complaints. They must immediately confirm receipt of a complaint in writing.
3. Subsequently, the supplier is obliged to submit a statement of complaint within 48 hours. This must contain the further procedure with regard to the rectification of defects. If the planned procedure results in a disadvantage for Marienhütte GmbH, or if it involves a disproportionate or unreasonable effort for Marienhütte GmbH, Marienhütte GmbH shall be entitled to request a new statement of complaint from the supplier within a period of 3 days, including a plan for remedying the defect. With written consent, the supplier shall then rectify the defect in accordance with this statement.
4. The further handling of complaints is described in the warranty section.
5. The complaint is to be regarded as a notice of defects.
6. A processing fee of EUR 75.00 will be charged to the supplier for each justified complaint.

XVII Warranty

1. The supplier warrants that its deliveries and services are free of defects, both with regard to material defects and defects of title. The warranty period for defects in movable and immovable property shall be at least 3 years. The period begins with the handover or commissioning. If a defect relates to warranted characteristics of the delivery, a claim can be made even if the defect only becomes apparent after the actual warranty period has expired.
2. The supplier must provide evidence that the goods are free of defects during the entire warranty period.
3. If replacement or improvement of the defective delivery is not possible, disproportionate in comparison to the value of the delivery or associated with unreasonable inconvenience for Marienhütte GmbH, the latter may immediately assert the warranty remedy of price reduction or, if it is not a minor defect, the warranty remedy of rescission.
4. Marienhütte GmbH shall also be entitled to such a change to the secondary warranty remedies if the supplier refuses, fails or is unable to carry out the primary warranty remedies within a period of 4 weeks from the notification of defects.

5. In urgent cases, or if defects are not properly rectified, Marienhütte GmbH shall be entitled, without setting a grace period, but after consultation with the supplier, to carry out the rectification itself or have it carried out by a third party. Any resulting costs shall be borne by the supplier.
6. In the event of a defective delivery, Marienhütte GmbH shall have a right of retention vis-à-vis the supplier with regard to the cash payment to be made
7. If a defect is concealed and therefore only becomes apparent after use/installation etc. of the delivery, the warranty provisions in question shall apply in full mutatis mutandis. The objection of a delayed notification of defects is therefore excluded by the parties in this case.
8. The supplier shall also be liable for any consequential damages in connection with a warranty claim.
9. In the event that the Supplier remedies a defect, the warranty period for the defective and subsequently replaced/improved delivery shall commence anew

XVIII Expiration due to lapse of time

1. In the case of a contractual relationship concluded for a limited period of time, this ends automatically upon expiry and without any further action on the part of the contracting parties. An automatic extension of the contract is therefore not possible. This requires a written agreement between the contracting parties to be effective.

XIX Termination

1. The contract can be terminated by the contracting parties, subject to a six-month notice period, without giving reasons, on December 31 of each year. Verbal notice of termination must be given in writing to take effect.
2. Notwithstanding this, the parties have the right to terminate the contract prematurely for good cause. The contractual relationship shall be terminated by such extraordinary termination with immediate effect upon receipt of the same, and to the exclusion of any contractual notice period. It is then rescinded ex nunc. As a result, Marienhütte GmbH shall have no obligation to perform or accept deliveries already ordered from the date of termination. The services already rendered by Marienhütte GmbH at the time of termination shall be returned by the supplier within a period of 14 days from receipt of the notice of termination if delivery has not yet been made.

XX. Compensation and product liability

1. The supplier is obliged to insure itself against claims for damages and product liability up to at least the amount of the total order volume.
2. The Supplier shall be liable within the scope of the statutory provisions for damage caused by it or by persons attributable to it (employees), for cases of liability within the meaning of the PHG and for breaches of pre-contractual duties of protection and care.
3. The Supplier's sphere of liability shall also include its subcontractors and suppliers.
4. The Supplier shall be liable not only for damage caused intentionally or through gross negligence by the aforementioned group of persons, but also for damage caused by slight negligence.
5. If claims are asserted against Marienhütte GmbH by third parties due to damage attributable to the supplier's sphere, the supplier shall indemnify and hold Marienhütte GmbH completely harmless in this respect.

XXI Right to separate satisfaction

1. If insolvency proceedings are applied for or subsequently opened against the supplier's assets, Marienhütte GmbH shall have a right of segregation with regard to deliveries already paid for which are still at the supplier's disposal.

XXII Secrecy

1. The supplier undertakes to treat as business secrets all commercial and technical information and documents which are not publicly known and which become known to him through the business relationship with Marienhütte GmbH about the company itself or the companies of its customers, and to sign and comply with the confidentiality agreement submitted by Marienhütte GmbH.

XXIII Industrial property rights

1. The supplier undertakes to provide a delivery or service that is free of third-party property rights. The supplier shall be liable for ensuring that the industrial property rights of third parties are not infringed, in particular when executing the contract or using the object of the delivery. If the supplier breaches the aforementioned obligation and a third party's property rights are

- infringed, the supplier shall indemnify and hold Marienhütte GmbH completely harmless with regard to all claims.
2. The contracting parties undertake to inform each other immediately of any risks of infringement and alleged cases of infringement of which they become aware and to give each other the opportunity to counteract such claims.
 3. The supplier shall grant Marienhütte free of charge the right to use industrial property rights used by the supplier in the performance of the contract when using the delivery/service.
 4. All drawings, planning documents and sketches which have been individually prepared by the supplier for Marienhütte GmbH within the scope of the fulfillment of the contract shall be handed over to Marienhütte GmbH and shall become the sole property of Marienhütte GmbH upon handover.
 5. The contents of the documents, records, drawings and all other materials and information provided to the supplier for the performance of the delivery shall remain the intellectual property of Marienhütte GmbH. The supplier is prohibited from reproducing or saving these without written consent. The supplier is obliged to return all documents within a period of 5 days after fulfillment of his obligations without being requested to do so.
 6. If new know-how in the fields of technology or science arises in the course of the cooperation, the supplier shall not be entitled to any claims in this respect. The supplier must inform Marienhütte GmbH immediately of any such knowledge and hand over all relevant documents.

Place, date

Signature of the supplier

XXIV Force majeure

1. Force majeure shall be understood to mean external and unforeseeable events that cannot be averted by reasonable measures, such as unrest, pandemics or official measures. Non-compliance with the specifications/delivery dates by upstream suppliers or transport companies, as well as the failure of a workpiece, does not constitute a force majeure event under any circumstances.
2. In order to assert the existence of force majeure as a reason for excuse, the supplier must report the event in writing immediately, but at the latest within a period of 3 days after becoming aware of it.
3. The existence of force majeure shall release the Supplier for the duration of its effect from those contractual obligations whose fulfillment has become impossible or impracticable as a result of the event.
4. If a case of force majeure makes the timely fulfillment of a contractual obligation impossible or delays it by more than four weeks, Marienhütte GmbH may withdraw from the contract.

XXV Data protection

1. The Supplier undertakes to fully comply with the relevant legal data protection regulations with regard to all data provided, insofar as these fall within the scope of the GDPR, the DPA or another European or national legal basis.
2. The supplier expressly acknowledges and agrees that personal data necessary for the initiation and execution of contractual relationships as well as for the maintenance of business relationships may be processed and, to the extent necessary to achieve the aforementioned purposes, transmitted to third parties involved in the fulfillment of the contract.

XXVI Place of performance, choice of law and place of jurisdiction

1. The place of performance for all contracts between Marienhütte GmbH and the supplier shall be the premises of Marienhütte GmbH in Graz.
2. Austrian law shall apply to all contracts, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the provisions of the IPRG.
3. The parties agree that the competent court in Graz shall have jurisdiction over all legal disputes arising from this agreement.

XXVII Severability clause

1. Should current or future provisions of this agreement be legally invalid or unenforceable in whole or in part, or lose their legal validity or enforceability at a later date, this shall not affect the validity of the remaining provisions of this agreement. The invalid provision shall be replaced by a valid provision that comes as close as possible to the purpose of the invalid provision.

XXVIII. Proxy announcement

1. The undersigned confirms with his signature that he is authorized and instructed to represent and sign on behalf of the supplier with legal effect.