### General Terms and Conditions of Sale of voestalpine Böhler Welding Belgium S.A.

# Scope (1)

ving Terms and Conditions apply to all business relationships (including without limitation any sales contracts and contract (if the ionowing terms one contactors dupp) to an ablances reductionance (including without minuted and inside contactors and contacts and contact and and contact and contact

Welding Consumables, Brazing Consumables, Welding Equipment, Robotic and Automation, Equipment Accessories, Arc Welding Accessories, Consumables Accessories, Equipment Wears & Spares & Software, Personal Protection Equipment and Finishing Chemicals. Welding The version valid at the time of concluding the contract applies

(2) The following Terms and Conditions shall also apply to all legally binding orders placed on our webpage of our E-Commerce-

(3) Differing, conflicting or supplementary General and/or Particular Terms and Conditions of the customer shall not form part of the contract, even if they are known, unless their applicability is expressly agreed in writing by voestalpine, even though its applicability nown, unless their applicability is expressly agreed in writing by voestalpine, even though its applicability mer refers in submitted documents to his General Terms and Conditions.

## Conclusion of the contract (2)

ding and subject to alteration. Within reasonable limits, we reserve the right to make technical and other our ofters are non-binding and subject to alteration. Within reasonable limits, we reserve the right to make technical to tions. The documents and information belonging to our offers, such as drawings, illustrations and samples as well a ure, performance and consumption information, serve as a mere information and do not represent any special agreed d We reserve the proprietary rights and copyrights to all documents and information grave and bour products, such as ations, samples and dota; these documents, information and data shall not be made available to third parties or used

inductions, tangets and the second se

thiness of the customer has changed adversely before the date of delivery. (5) If the consumer orders the goods electronically, the legally effective GTCs shall be sent to the customer by e-mail. (6) Oral agreements are not binding. Written counter-confirmations by the customer only become binding by means of our written

order confirmation. (7) Under no circumstances shall silence be considered as consent. Changes or amendments to the contract, or order cancella suspensions are only binding with the written agreement of both parties. Any expenses or disadvantages resulting thereof shall be for the exclusive account of the customer, unless otherwise agreed.

(8) We reserve the right to make changes to the chemical composition of our products within the framework of legal standards and/or applicable product standards, as well as other product modifications that the customer can reasonably accept.

# Payment, payment terms, interest and costs & protest (3)

d prices are daily rates and apply until revoked. Price indications are non-bindina. The prices do not include the applica ble VAT. Regarding small quantities (<100kg), we reserve the right to refer customers to a distributor, or to apply a surcharge of up to EUR 300 for minimum order quantities.

(2) Unless otherwise stated, all offers and prices are submitted on an FCA basis. ICC Incoterms in its latest version, excluding packaging, rance and transportation

(2) Unless otherwise stated, all offers and prices are submitted on an FCA basis, ICC Incoterms in its latest version, excluding packaging, insurance and transportation.
(3) Any increase of the order price at the time of delivery, such us but not limited to alloy surcharges, energy costs, transport- or labor costs, as well as surcharges relating to a change in price of pre-/ or input materials and row materials, and changes relating to additional or increased official charges will be asserted by us unilaterally in full without the customer's consent.
(4) Unless otherwise agreed, the type of packaging shall be determined by us. Increases in freight charges occurring between the date of the order of the invoice. We reserve the right to cancel the terms of poyment. We are entitled, without giving any explanation, to make deliveries conditional upon advance payment these Terms & Conditions, all invoices must be paid within 30 (thirty) calendar days from the dote of the invoice. We reserve the right to cancel the terms of poyment. We are entitled, without giving any explanation, to make deliveries conditional upon advance payment or the presentation of collateral.
(a) We only accept letters of hull by the obove-mentioned period of time, the sum due is increased automatically without prior notice or proof of default from its due date by interests at the rate set forth in Article 5 of the Law of 2 August 2002 in combating late payment in commercial transportations and with a lump-sum compensation ("Clause péndel") of 10% of the invoice amount (with a minimum of EUR 20-), this without prejudice to any claim for damages for collection costs.

if we receive information that makes customer's creditworthiness questionable, or if an application for the initiation of insolvency proceedings is filed, or the customer proposes terms of a voluntary arrangement to his creditors, we shall be entitled to demu-immediate payment of all upaid, as well as not yet due or deferred involces, and to demand advance payment, or the presentation of securities for all outstanding deliveries. In addition, we are entitled to demand that the re-sole and processing of delivered goods be terminated immediately. In the event of the customer not reacting to our request for advance payment, for securities or to our dunning letter within a reasonable period, we shall be entitled to withdraw from the contract, without cost nor indemnity, or to reposses the goods, and to invoice the customer for all costs and expenses, including lost profit, that have accumulated up to that time.

(9) Any protest of an invoice must be notified by registered letter within eight (8) calendar days from the invoice's sending date. Failing e shall be considered accepted. Transfer of risk (4)

. bears the risk of the loss and accidental deterioration of the acods from the moment of the handover of the acods, in accordance with the agreed ICC Incoterms in its latest version.

# Storage instructions for products (5)

equirement to store our products properly and is conversant with our product storage co ndition t associate is swaller on the requirement to solle our products probeny off is conversion, with our product saturger contractions per storage results in our warranties and liabilities becoming null and void. The storage conditions can be found on our website Downloads under the category Certificate and Approvals. <u>https://cdnstorevoestapine.lab.core.windows.net/image</u>. under Use of products (6)

(1) The customer is aware of the proper use of our products. Improper use leads to exclusion of any liability and warranty. Whe the products supplied by us, the customer is obliged to comply with all regulations, technical regulations, operating and user tions that context against doneser.

# tions that protect against dangers. Obligation to accept, storage period and storage costs (7)

ation to accept stander period and standard cases (7) : customer commits himself to accepting the delivered products at the contractually agreed delivery terms and conditions within atteen) calendar days, otherwise the customer is in default of acceptance. the event that the customer unjustifiably refuses the acceptance of the goods, he must pay all transport and storages costs, here are a manual believes.

notwithstanding his payment obligations.

The goods are deemed accepted 3 (three) months after our notice of readiness to despatch, and the total purchase price becomes due at this point. Storage costs and any additional costs shall be charged to the customer from the 14th day after the goods were declared ivered to or collected by the custome

### Long-term and call-off contracts (8)

contracts concluded for an indefinite term can be terminated by either party by considering a notice period of 3 (three) months

(2) If in the case of long-term contracts (i.e. contracts with a term exceeding more than 4 (four) months and/or contracts effective for an indefinite period of time) a change accurs as stated in Cause 3 paragraph 3, we hall be entitled to the rights specified therein.
(3) In case of call-off orders, the customer must inform us, in written, of the definitive quantity at least 2 (two) months prior to the delivery date, unless otherwise agreed. Additional charges caused by the customer, relating to a delayed call-off or a later change of the call off destination or quantity shall be borne by him and be based on our calculations. The customer shall be obliged to accept the goods

on the day when the validity period expires and the agreed purchase price becomes due. (4) In the case of call-off orders, all yet undelivered quantities of products ordered by the customer shall be delivered, at the latest, on the day when the validity period of the order confirmation expires

(5) The customer must be ar the risk of any foreign exchange devaluation against the Euro until the date of payment, and in such a case, the purchase price shall be adjusted accordingly

### Delivery Periods (9)

(1) We are entitled to effect partial deliveries. The contracting parties agree that partial deliveries of goods or services are deemed the ubject of an independent contract separate from the order confirmation, and that they are subject to these General Terms and ns of Sa

(2) Production-related deviations from the total order quantity of plus or minus 10% are permissible. The purchase price shall change Our liability for goods not delivered on time is explicitly limited to those cases in which we have confirmed the shipping
 Our liability for goods not delivered on time is explicitly limited to those cases in which we have confirmed the shipping

written. Unless otherwise agreed, the delivery periods shall be calculated from the date of the order confirmation, and they are subject to the timely receipt of the input goods required by us. The delivery period shall be deemed fulfilled when the goods are shipped prior to the deadline, or the customer has been notified of the readiness of the goods for collection. (4) The customer is only entitled to withdraw from the contract when the delay in the delivery date is attributable to gross negligence on our side, and he has conceded us, but unsuccessfully, a reasonable period of grace for the delivery. The withdrawal from the contract must be notified by registered letter. **Retention of Title (10)** (1) We retring this to the acode until full normed of the purchase price has been made. The customer must immediately only us in

Retention of Title (10) (1) We retain title to the goods until full payment of the purchase price has been made. The customer must immediately notify us in writing of any seizure of the goods by third parties, in particular of enforcement measures, damage to, or destruction of the goods. We are entitled to withdraw from the contract, without cast nor indemnity, and to demand handover of the goods in cases of breach of contract, in particular in the event of a delay in payment. The customer is entitled to resell the goods in the costs of the goods to thind parties, and he undetakes to make a corresponding remark in his books or invoices. We herewith accept this assignment. Following this assignment, the customer is entitled to collect the amounts due him. We reserve the right to collect the receivables ourselves if the third party is in default of payment. (2) If the goods are processed by the customer, we acquire co-ownership of the new item proportionally to the value of the goods

us. The same shall apply if the goods are processed or mixed with other objects, which do not belong to us, Warranty (11)

(1) In cases of defective goods, we shall provide warranty for the defect, at our choice, by way of improvement or exchange improvement or exchange is not possible, or has failed, the customer shall be entitled to demand a price reduction or, when it is not a minor defect, to rescind the contract.

minor detect, to rescina the contract. Minor deviations from quality, form, colour, weight or design, or that are technically unavoidable, or are in line with commercial practice, are not deemed defects and may not be claimed against. The same applies to deliveries based on samples and specimens. Damaged packaging fails under minor defects and does not convey the right to refuse acceptance. (2) In cases in which the customer is entitled to issue notices of defects, such notices must be given, in written, within 7 days in case of

land freight transportation and 14 days in case of sea freight transportation after the delive ry of the goods; otherwise the assertion Version October 2022

of a warranty claim is excluded. Hidden defects must be reported, in writing, immediately upon discovery and any processing must be terminated. The notice of defects must be specified exactly. (3) The warranty period for the goods is 12 months from the date when the risk has transferred to the customer and 6 months for

spare parts. This period also applies to hidden defects. Assumption of defectiveness at the time of delivery shall be explicitly excluded. For the following products the warranty period deviates as follows: Equipment Wears & Spares & Software: 6 months 6 months

Equipment Wears & Spares & Software:	
Personal Protection Equipment:	

Welding Helmets:	24 months
Respiratory Systems:	24 months
Batteries:	6 months
Welding Apparel, Gloves:	9 months
Eyewear:	6 months
PPE Spares:	6 months
shing Chemicals:	6 months

ent of hidden defects that were notified in time, the customer shall be obliged to give us an opportunity to review the in question within a reasonable period of time

uesuon winimi a reasonable period or time. no guarantees to customers as defined in low. Unless otherwise contractually agreed, we do not warrant or a he characteristics or the usability of the goods for a specific purpose, other than those explicitly agreed to by us ear and tear are - as far as legally permissible or if not mutually agreed otherwise in writing – excluded from the rementioned warranties are subject to the limitation of liability under article 12 of the present Terms & Conditions

(10) Other than in those cases provided for by the Product Liability Law of February, 25, 1991, our liability is limited to intent and gross negligence. According to Article 10, §2 of the Product Liability Law of February, 25, 1991, our liability is excluded when, having regard to all the circumstances, the damage is caused both by a defect in the product and by the fault of the injured person or any person for whom the injured person is responsible.

(2) The liability for slight negligence, such as, but not limited to, compensation for consequential damages, financial loss, loss of interest, loss of profit and damages from claims of third parties against the customer are excluded.
(3) According to article 1643 of the Belgian civil code, if we did not know the latent (hidden) defect ("vice caché"), we will not be liable to any warranty.

(4) Any claims and rights shall be excluded, if applicable standards and regulations, storage instructions or the operating and manual Instructions have not been observed when using the product or the product has been treated or improperly used by a non-expert person or modifications have been made to the product or third-party or replica parts have been used, unless the defect of the product cannot be attributed to these offorementioned events of which the customer bears the burden of proof in the event of such a dispute.

(5) The above limitations of liability do not apply to injury to body or health, or loss of the customer's life.

(6) To the extent permissible by law, joint and several liability, irrespective of their legal arounds, is limited to the total net value of the order of the individual shipment related to the damage (excl. any surcharges for transport, packaging, storage or duties). (7) To the extent permissible by law, all rights to claim for compensation cease 12 months after becoming aware of the damage and of the iniurina party

(8) Technical consultations and information about processing and possible uses of our goods that we provide free of charge are ned a service without commitment, and fo e no liability

(9) We are only liable for our own content on the company's website. In the event that we provide links to other website, we are not liable for the third party content included in such websites. In the event that we obtain knowledge of illegal content on external websites, we shall immediately block access to such sites.

### Intellectual Property (13)

tellectual Property (13) We remain the sole owner of our trademarks, recipes, software, copyrights and patents, whether registered or nat. By no means all any right or license be granted by ways of this Terms and Conditions to the Customer under any patent, trademark, copyright gistered design, except the right to use or re-sell the Products as permitted herein. As the sole proprietor we retain all intellectual operty rights in our drawings, specifications, data and all other information and documents prepared by us for the customer in nativer medium made available.

### Nondisclosure (14)

Nonascosure (14) (1) The customer shall exclusively use all documents and knowledge that we declare as confidential and in whose confidentiality we are abviously interested, which he obtains in the course of our business relationship, for the jointly pursued purposes and treat them with the same care towards third parties that he would use in the treatment of his own documents and knowledge. Data protection (15)

with the comply with the data protection obligations, we refer to our privacy policy, available at pine.com/welding/Data-Privacy in the currently valid version. (1)

### Force majeure (16)

roce mapping (10) (1) In the event that circumstances change under which the contract has been concluded, or events of force majeure occur that include, e.g. but not limited to war, riots, armed riots, pandemics or epidemics and resulting circumstances, natural catastrophes, fire, flood, strikes, labour disputes or other industrial disturbances, (declared or undeclared) war, embargoes, blockades, legal restrictions riots, governmental regulations, the unavailability of means of transportation, non-delivery of input material, breakdow wn of machinerv interruption of operations of any kind, strike, lockout in our own company or in companies related to the fulfilment of the performance, or hindrances due to official directives, or sanctions by international authorities, as well as any causes that would make the delivery unreasonably difficult or impossible, relieve us of our duty to perform for the duration and the scope of the impact of such disturb-ances, or entitle us to withdraw from the contract entirely or from that part that has not yet been fulfilled, without the customer having the right to raise legal claims against us. In case of force majeure any agreed provisions regarding liquidated damages on the ds of dela ed deliveries thereout shall be deemed invalid.

### Export controls (17)

services are supplied with the provision that their delivery is not impeded by national or international regulations

(2) The cu

Our goods and services are supplied with the provision that their delivery is not impeded by national or international regulatio specially export control regulations such as embargos or other sanctions. If he customer commits to not selling the products to third parties of whom he has reason to assume will disregard such regulatio cricumvent them. Upon request, the customer must provide us, without delay, all required information, especially as regards to all recipient, final destination and end-use of the goods or services. If he customer (ordering party, consignee) commits to not using the goods, neither directly nor indirectly, in any way in connect it the development, production, handling, operation, maintenance, supply, detection, identification or dissemination of chemic logical, or nuclear weapons, or other nuclear explosive devices, or the development, production, maintenance or storage issiles capable of delivering such weapons, unless he holds the required official licenses for these purposes. I he customer dos undertakes to ensure than the items are not put either directly to a military end-use in in the Peopl epublic of China, or in a country, which is subject to an arms embargo pursuant to section 5 para. 2 of Regulation (EC) No. 428/20 and which is included in the current lists of the European Commission of countries subject to arms embargoes, unless he holds to quired licences.

required licences. (5) In addition, he undertakes to be in possession of the required authorisations and licences in accordance with applicable Standards of Foreign Trade Acts, Laws, Regulations and Regional Decrees. (6) The customer (purchaser, consignee) commits to neither directly nor indirectly selling, exporting, re-exporting, supplying, transferring or making the supplied goods otherwise accessible to persons, companies, institutions, or organisations, or in countries when this would contravene European, Austrian, UN or, to the extent applicable, US (re-lexport regulations. (1) In the cence of the analysis of the provided part of the authors of the provided part of the making his subtance aware

(7) In the case of re-selling/transfer of the supplied goods, the customer (purchaser, consignee) commits to making his customer aware of all export-related regulations and to passing on all obligations resulting therefrom. (8) On request, the customer commits to issuing an end-use certificate and to sending the original to us, in order to enable us to prove

the end-use and intended purpose. (9) The customer (purchaser, consignee) shall be liable to the fullest extent for any damages resulting to us from any culpable noncompliance with the European, Austrian or US (re-)export regulations by the customer (purchaser, consignee) and relevant

liability towards third parties. (10) Our offers, order confirmations, and the contract, as well as the fulfilment thereof, are subject to us obtaining all required export or transfer licenses, or any other permits in connection with export regulations or releases from the relevant authorities, and to there not being other legal obstacles in connection with export regulations that we, as exporters or shipper, or any of our suppliers, must

### Compliance (18)

Compliance (18) (1) The principles and guidelines for a sustainable ethically, morally, and legally unobjectionable behaviour in business, as defined in the latest version of the 'Code of Conduct of voestalpine AG' and the related 'Code of Conduct for voestalpine Business Partners' are available under <u>http://www.voestalpine.com/arauje/ard/arau/compliance/</u> and are explicitly deemed accepted by the customer, who supports their underlying principles and regulations. In individual cases, when patently clear and severe breaches of the underly-ing principles and regulations by the customer become evident, and which make a continuation of the business relationship unten-ble, we are entitled to terminate the contractual relationship for good reason and, therefore, with immediate effect. The customer commits to holding us harmless of any damages and disadvantages resulting therefore. With immediate effect. The customer commits to holding us harmless of any damages and disadvantages resulting therefore, with immediate effect. The customer commits to holding us harmless of any damages and disadvantages resulting therefore. Place of jurisdiction, and angliacube law (19) (1) All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of the present Terms & Conditions, as well as all lot matters and other matters of contractual, per- and textra-contractual lability between the Parties shall be governed by and construed in accordance with Belgian low, and no effect shall be given to any other choice-of-low or conflict-of-laws rules or provisions (Belgian, foreign or international), including the UN Convention on the Sale of Goods 1980 ("Vienna Convention") (if applicable), that would cause the laws of any other insistiction than Belgium to be applicable. (2) If ny dispute arise in connectines, a director of each of the Parties serie resentatives of the Parties with authority to settle the dispute) will, within thirty (S0) days of a written request f es and auidelines for a sustainable ethically, morally, and leaally unobjectionable behaviour in business, as defined in (1) The princip

er between the Parties shall be submitted to the exclusive jurisdiction of the courts of Brussels, Belgium.

### Miscellaneous (20)

 Whenever possible, the provision of the Terms & Conditions shall be interpreted so as to be valid and enforceable. However, it or more provisions of the Terms & Conditions are found to be invalid, illegal or unenforceable, the remainder of the provision and of these Terms & Conditions shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this case, the Parties shall amend the invalid, illegal or unenforceable provisions or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforced hle provision(s)

(2) Any amendment to these Terms & Conditions, as well as any additions or omissions, can only be agreed upon in writing with the mutual consent of and duly signed by the Parties. (3) Any failure or delay by a Party in exercising any right under these Terms & Conditions, the exercise or partial exercise of any right

under the Terms & Conditions, or any reaction or absence of reaction by a Party in the event of breach by the other Party of one more provisions of these Terms & Conditions shall not operate or be construed as a waiver (either express or implied, in whole o or under said provision(s) or preclude the further exercise of any such rights. Any se Te ns & Condi part) of its rights under these Terms & Conditi waiver of a right must be express and in writing.



# General Terms and Conditions of Sale of voestalpine Böhler Welding Belgium S.A.

(4) Notwithstanding any provisions to the contrary in these Terms & Conditions, we have the right to terminate any contractual relationship with the customer, effective immediately, at any time and without prior notice or compensation in lieu thereof nor any indemnity by sending a registered letter to the customer in the event that the customer is in breach of contract, has become insolvent or declared bankrupt, has been dissolved or entered into liquidation, or has files a valuntary petition for proceedings in temporary relief (or composition) of creditors ("procedure en réorganisation judiciaire").

be deemed null and void.

be deemed null and void. Special terms and conditions of sale for welding Equipment Guarantee for Welding Equipment (21) (1) After registration of the serial number of the Welding Equipment at <u>https://www.voestalpine.com/welding/Warranty-Registration</u> we grant the customer a manufacturer's guarantee of up to 5 (five) years for the Welding Equipment. The guarantee conditions for Welding Equipment are available on the homepage <u>https://www.voestalpine.com/welding/Warranty-Registration</u>. The guarantee period already includes the warranty period of the General Terms and Conditions of Sale for Welding Equipment.

