

The following terms and conditions of sale (hereinafter the "**General Conditions**") of voestalpine Böhler Welding Arc Technology S.r.l. (hereinafter referred to as "**Vendor**"), valid from time to time shall apply to all business activities and business relationships with business partners (hereinafter referred to as the "**Customer**"), unless otherwise stipulated in writing by Vendor, and in particular to all the Contracts, as defined below, with the Customer, concluded after the execution hereof, although the General Conditions are not expressly mentioned in the Purchase Order and/or in the Order Confirmation.

Differing, conflicting or supplementary terms of conditions of purchase or otherwise of Customer shall not apply or shall not form part of a contract or purchase order, even if these are made available to or known by Vendor, unless their applicability is expressly agreed in writing by Vendor. Customer's terms and conditions shall not even apply when Customer makes reference to these within his submitted documents.

The Vendor and/or the Customer (hereinafter jointly the "**Parties**").

#### 1) Products

1.1) These General Conditions cover the sale of all products at the time provided by Vendor and made available for purchase to the Customer (hereinafter the "**Product**") which are:

Welding Equipment, Robotic and Automation, Equipment Accessories, Equipment Wears & Spares & Software.

1.2) The forwarding of Product's Price lists does not constitute a binding offer of the Vendor and serve for information purpose only as the Product's Price lists shall be subject to alteration at any time and without obligation of notice upon Vendor's sole discretion.

1.3) All our presentations to the Customer, invitations to offer of acquire, information, catalogues, lists (different from official Vendor's Product price list and/or official Product catalogue) are non-binding and subject to alteration. Within reasonable limits, Vendor reserves the right to undertake technical and other alterations. The documents and information belonging to our offers, such as drawings, illustrations and samples as well as weight, measure, performance and consumption information, serve as a mere information and do not represent any special agreed characteristics. Vendor reserves the proprietary rights and copyrights to all documents and information pertaining to our products, such as drawings, illustrations, samples and data; these documents, information and data shall not be made available to third parties or used for their own purposes. Unless not otherwise stated or confirmed by the Vendor in written, Product details presented shall be considered as Product information only and shall in no ways and by no means deemed to be binding for the Vendor or guarantee specific characteristics of the Product.

1.4) Vendor reserves its rights to undertake modifications any time upon his sole discretion with regard to technical workmanship of its Product to maintain legal and technical standards.

#### 2) Orders and confirmation

2.1) Each order must be sent by the Customer to the Vendor in writing and must contain the relevant Product item code as given in the Vendor's Product Price list and/or Product catalogue (indicating the number and date of the relevant Vendor's Product Price List and/or Product catalogue) and the relevant price.

2.2) The purchase order is binding for the Customer as from receipt thereof by the Vendor. Vendor is not obliged to accept any purchase order. Vendor's order confirmation is in written form and constitutes the only binding acceptance (hereinafter referred to as "**Order Confirmation**"). The contract is concluded (and according to the Order Confirmation) upon receipt by the Customer of the Order Confirmation (the "**Contract**"). Oral agreements shall not be binding and the applicability of a tacit confirmation shall be expressly excluded. Purchase order or counter proposals in written form provided by the Customer shall not become binding upon Vendor unless not explicitly otherwise agreed in writing by the Vendor.

2.3) If the Order Confirmation contains changes in relation to the purchase order sent by the Customer, the changes are considered to be tacitly accepted by the latter after 3 (three) working days have passed from receipt by the Customer of the Order Confirmation unless the Customer informed of its disagreement in writing by such time. Should the Vendor not receive such disagreement within the indicated term, the Contract shall be intended as concluded according to the Order Confirmation. In case the Vendor receives it, no Contract shall be intended as concluded.

2.4) The Vendor shall be entitled to withdraw from the Contract free of charge at any time and reserves his rights to cancellation any time even prior to delivery after the review of the creditworthiness of the Customer shows a result, which is not satisfactory for the Vendor.

#### 3) Return of wrong ordered products

3.1) The return of wrong ordered Products must in any case be authorized in advance in writing by Vendor. In case such authorization is granted, the Customer will be provided with an authorization reference number, which must be stated on the documents accompanying the return (that shall be at Customer's expenses) of wrong ordered products. Unless not otherwise stated within these General Conditions every return will be charged by Vendor equal to 5 % (five per cent) of the price provided by the Contract for the returned Products. In addition the Vendor reserves the right to charge a lump sum of 50 (fifty) Euros per return to cover Vendor's administrative, inspection and storage costs. Condition for the return of wrong ordered Products is that the Products returned have not been used, are boxed in their original packaging, are free from any damage and safely stocked and maintained in accordance with applicable storage conditions and in any case with maximum due diligence.

3.2) The return of wrong ordered Products shall only be executed within a period of 4 (four) months from the date of issuance of the invoice. Upon receipt of the Products, the Vendor will issue an exclusive, non-transferable, non-assignable credit note in favour of the Customer subject and corresponding to an adjusted value as stated in clause 3.1. The credit note can be redeemed for orders of new Products published in the Product list applicable from time to time. The validity of the credit note shall expire after 1 (one) year from the date of issuance.

#### 4) Prices

4.1) Unless otherwise agreed in writing by the Vendor, the Prices in the Contract, shall be exclusive VAT, ship transport packaging, special or customized packaging, insurance, proper recycling and disposal of waste of electrical and electronic equipment for commercial purpose (hereinafter the "**Purchase Prices**"). Any increase of the Purchase Price at the time of delivery, such as 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 raw materials, and changes relating to additional or increased official charges will be

asserted by Vendor unilaterally in full without the Customer's consent.

4.2) Unless not expressly indicated otherwise within the Order Confirmation, the Prices refer to the Product delivered on the basis of "Ex Works" (Incoterms®, applicable from time to time) Cittadella (PD), Italy, by standard packaging suitable for land transport only.

#### 5) Payment terms

5.1) Unless otherwise agreed in writing by the Parties, payment of the Product Price shall become due and payable within 30 (thirty) calendar days upon the date of issuance by Vendor of the relevant invoice.

5.2) Customer shall be obliged to pay the Purchase Prices and any amount indicated in the Vendors' invoices by wire transfer on the bank account of the Vendor indicated in the relevant invoice. .

#### 6) Delayed payment or absence of payment

6.1) In the event of failure, total or partial, to the obligation to pay any sum due under a Contract, the Customer must pay the Vendor interest thereon at the rate provided by Legislative Decree no. 231/2002. In this case the Vendor may also suspend any shipment in progress and will have the right to receive payment in advance for any further shipments of any Product, provided by the same Contract and/or by other Contracts. In case the Customer does not remedy to its breach paying all the sums due and the relevant interests within 5 (five) days as from receipt of written request at such regard of the Vendor, the Vendor may also declare the Contract cancelled according to article 1456 of the Italian Civil Code simply by notifying the Customer in writing. In case of termination, the Vendor shall have the right to retain as penalty any sum already collected, without prejudice to its own right to compensation for any further damage and to any other rights it might have under the law.

6.2) In cases of delayed payment or default payment, Vendor shall be in any case compensated for all costs and expenses related to the dunning process, the collection and the pursuit of legal remedies including court and legal fees. The Vendor shall be entitled to offset amounts with outstanding counterclaims. The Customer shall not be entitled to withhold any payments nor to offset any amount for any reason whatsoever.

6.3) If the Customer does not comply fully or in part with his payment obligations, or a letter of exchange or a cheque is dishonoured, or if Vendor receives 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, Vendor shall be entitled in his sole discretion to either the immediate payment of all unpaid not yet due or deferred invoices or to the advance payment or the presentation of bank securities for all outstanding deliveries. In addition, Vendor shall be entitled to demand that the re-sale of all or part of the Products acquired by the Customer from the Vendor is terminated immediately and the Customer is obliged to consequently effect such termination. In case the Customer does not comply with the aforementioned obligations set out in clause 6.3, the Vendor shall be entitled to terminate the Order/Contract and further the termination, at its discretion, also to repossess the goods, and to invoice the Customer for all costs and additional expenses, including but not limited to loss of profit, that have accumulated up to that time.

#### 7) Reservation of title – transfer of risk

7.1) The Product remains the sole property of the Vendor until full payment of the relevant Purchase Price and of any further amount due under the Contract by the Customer and, in case of payment made by bills or cheques, until these have been cashed, even if the documents are sent in advance. Nevertheless, the Parties agree that all risks deriving from loss or damage to the Product for any reason will pass to the Customer in accordance with the Incoterms set out in the Confirmation Order.

7.2) The Customer must bear any possible expense necessary for the registration of the reservation of title according to the law of the state in which the Product is located.

7.3) Save as not otherwise stated herein, the Customer has the option of reselling the Product to third parties even before having paid completely for them. In this case, the Customer is however bound to complete at its own expense all actions and formalities necessary according to local law to render the reservation of title enforceable against the third parties. The Vendor is automatically subrogated in the rights of the Customer towards third parties and the Customer shall ensure that such subrogation is effective against the third parties and, until full payment of the Purchase Price and of any amount under the Contract, any proceeds deriving to the Customer from sales may be retained by the Customer on behalf of the Vendor until the payment of all the amounts due to the Vendor.

7.4) The Customer must notify the Vendor within 24 (twenty-four) hours of every seizure, overt act or protective act carried out by third parties on the Products subject to reservation of title. The Customer remains in this case liable with respect to the Vendor for any cost or damage suffered by the latter as a result of such acts.

#### 8) Delivery

8.1) In no event shall time of delivery be of the essence. Unless the date of delivery is not expressly stated as binding or of essence within the Order Confirmation, an indication of the date of deliveries shall serve as an estimate (Estimated Time of Arrival) for information purpose only and the Customer shall not be entitled to assert any rights thereout. Furthermore, the Vendor reserves the option of delivering the Products under a single Contract in several partial shipments and to charge Customer of the relevant costs if not delivered – in accordance with the Contract - Ex Works (in accordance with Incoterms applicable from time to time) .

8.2) Unless not otherwise agreed, the Product will be delivered according to the Ex Works delivery term (Incoterms applicable from time to time) Cittadella (PD), Italy.

8.3) Unless not otherwise stated herein, Vendor's liability for Product not delivered on time is explicitly limited to an aggregate amount of 3 % (three per cent) of the Purchase Price of the delayed Product or, in case it is delivered in more than one part, of the part of the delayed part/lot of Product, provided the Vendor had confirmed the shipping date in writing, and Customer shall not be entitled to any further rights or remedies due to delayed performance unless in cases of Vendor's wilful misconduct or gross negligence.

8.4) Any damage caused during transport must be notified in writing immediately to the carrier, with a copy of the notification sent to Vendor, within and no later - under penalty of forfeiture of any possible claim against the Vendor - than 8 ( eight) days with regard to land- and vessel transport (i.e. sea transport) have been performed as from the delivery date to the destination. Claims, if any, will not give the right to suspension of payment. The Vendor shall not bear any liability for damages caused during transport unless explicitly stated otherwise in written or in case the transport has been arranged by the Customer.

**9) Warranty**

9.1) The Vendor warrants exclusively that the Product will be free from material and manufacturing defects and meet the international standards and technical specifications expressly stated in the Order Confirmation. Please also refer to section 9.4 below that contains express limitation of the warranties. Any other warranty, including for the sake of clarity implied warranties of merchantability or warranties of fitness for particular purpose, are and shall be expressly excluded.

9.2) The warranty period for the Product shall be 12 (twelve) months (unless not otherwise stated) from the date of the delivery of the Product according to article 1495 and if applicable 1511, of the Italian Civil Code. The warranty period shall also apply for hidden defects.

9.3) Warranty shall not be applicable to defects (being intended that in the definition of defects for the purposes of these General Conditions also the lack of qualities or non conformities covered by the warranty according to section 9.1 and 9.4 - are included) caused by insufficient maintenance or storage, improper use or use which is in any way different from the relevant manual instructions, by normal wear and/or repairs or work carried out by third parties without the written agreement of the Vendor. For illustration only, by no means shall the warranty cover defects caused by but not limited to a) tampering, carelessness and improper or negligent use or use which in any way does not conform to the Product manuals and Product instructions (delivered by Vendor together with the Products) with particular reference to the conditions of use specified by the Vendor including the addition of auxiliary circuits without written approval by the Vendor, b) installation which is not in accordance with the safety rules in force in the country in which the Product is used; c) incorrect connection to the power supply network; d) power supply with voltage which is different from that stated on the unit and in the instruction booklet; e) direct and indirect damage caused by transport, provided these are not Vendor's responsibility; f) repairs carried out by unauthorized personnel; g) use of spare parts which are not the Vendor's original spare parts; h) removal or tampering of the label giving the registration number; i) use of inappropriate operating materials; j) incidents or causes of acts of gods that are not due to the Vendor, including, but not limited to, lightning, water, fire, effects of a chemical nature, inadequate ventilation; k) inadequate implementation of the instructions given in the technical and illustrative booklet attached to or accompanying the Product.

9.4) No warranty obligations shall be deduced from characteristics or presentations as set out in clause 1.3, which were not included in or attached to an Order Confirmation. Small or superficial scratches or spots of corrosion on the mantling of the Products shall not be considered as defects or non conformity and the Customer shall not have any right towards the Vendor in relation thereto. Minor defects, in any case, do not justify a refusal of acceptance of the Product. Minor deviations in color that are technically unavoidable are not deemed as defects and shall not be claimed against the Vendor. The aforesaid applies to specimen or samples where no warranty is to be considered as granted.

9.5) The Customer has the duty to verify the Products immediately after receipt thereof. If Vendor does not receive a written notification of defects within the term as set out in section 8.4 or within 8 days in case of delivery Ex-Works, the Product shall be deemed to have been approved by the Customer and to be fully compliant with the Contract with regard to quantity, type and absence of obvious defects or other defects and non conformities, which would have been identified during an immediate and careful examination. The notice of complaint shall provide Vendor with as much details possible to identify and estimate the alleged defect.

9.6) With regard to any other kind of defects, the delivered Product shall be deemed accepted by the Customer if the notice of complaint has not been received by Vendor within 14 (fourteen) calendar days, commencing on the date on which the defect has been identified. Once such term, that is provided (as the previous one) under penalty of forfeiture, is elapsed, the Customer shall not have any right against the Vendor in relation to any defect of the Product, without prejudice in any case to the applicable statute of limitation. Provided that in case the defect has been or should have been already apparent to the Customer at an earlier date under normal conditions of use, that earlier date shall be decisive for the commencement of the notice period.

9.7) The burden of the proof of the defects of the Products is upon the Customer.

9.8) Upon Vendor's request, the defective Product shall be immediately returned to Vendor, freight pre-paid. In case of justified complaints, Vendor shall reimburse the costs of the most economic means of transport. The aforesaid shall not apply, provided the costs of transport would increase, because the defective Product to be shipped are located at a place other than that of the intended use as indicated in the Contract or than that in which the Vendor delivered the Product.

9.9) With regard to Vendor's warranty obligation, Vendor shall at his sole discretion be obliged and entitled to rectification or to replacement of the defective Product within a reasonable period of time. In the event of Vendor's non-performance, i.e. the impossibility, unacceptability, refusal, or occurrence of unreasonable delays in the rectification or replacement, the Customer shall have the right to withdraw from the Contract for the part concerning the defective Product or to a reduction of the purchase Price by a reasonable amount.

9.10) Any dispute between the Parties arising in relation to the existence of defects and/or non-conformity of the Product will be exclusively dealt by an independent expert appointed by the President of the Padua Chamber of Commerce. The decision of this expert must be considered to be definitive and final. The expert's fees and costs of technical examination must be paid in advance by the Party which requests this examination but will then be charged to the Party which is the losing Party at the end of the investigation.

**10) "Product guarantee"**

10.1) Besides to the standard services provided in these General Conditions, the Vendor offers a specific and detailed set of additional services and guarantees within Terms and Conditions of Guarantee (hereinafter referred to as "Product Guarantee"), subject and condition to prior successful online registration of the Customer under <https://www.voestalpine.com/welding/Warranty-Registration>. More details can be seen free of charge under <https://www.voestalpine.com/welding/Brands/Boehler-Welding/Equipment>

**11) After-sales Service – spare parts**

11.1) At the Customer's request, Vendor can provide repair and replacement services of

faulty components:

- after the expiration of the warranty terms or the Product Guarantee; and/ or
- in case of defects or events are not included in the scope of the warranty or of the Product Guarantee
- against the payment by the Customer of a remuneration to be agreed.

11.2) The Vendor undertakes to be able to provide spare parts of the Products under any Contract for a period of at least 7 years as from the date of the same Contract.

**12) Liability**

12.1) Vendor's liability towards the Customer at any title whatsoever including in case of defective Products, shall be limited to damages caused with willful misconduct or gross negligence. The Vendor's 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 Vendor shall be excluded.

12.2) To the extent permissible by law, joint and several liability of the Vendor, irrespective of its legal grounds, whether based in contract, tort, warranty or any other legal or equitable ground, shall be limited to the total net value of the Confirmation Order in case of unique shipment of all the Products thereunder or, in case of multiple shipments, of the the individual shipment, containing the defective Product (excl. any surcharges for transport, packaging, storage or duties).

12.3) Liability of the Vendor for indirect damages, consequential and punitive damages or as well as for loss of profits shall be in any case expressly excluded.

12.4) Any claim against Vendor based on alleged defects, omissions in Vendor's performance or in the Product supplied or claims for compensation shall be barred within the applicable term provided by the Italian Law.

12.5) Technical consultations and information about processing and possible use of Vendor's Product provided by the Vendor free of charge are deemed a service without commitment for which Vendor shall assume no liability.

12.6) Vendor shall only be liable for its own content on the company's website. In the event that Vendor provides links to other websites, Vendor shall not be liable for the third party content included in such websites, neither in case they contains information concerning the Products. However, the Vendor will immediately block access to such websites of which it obtains knowledge of its illegal content.

12.7) The Customer shall include liability limitation clauses similar to the ones above in the sale contracts with third parties concerning Products.

**13) Confidentiality**

13.1) The Customer shall use all documents and knowledge obtained in the course of the business relationship with the Vendor and that is declared as confidential or in whose confidentiality Vendor is obviously interested, exclusively for the purposes of performing the Contract and using the Product and shall treat these with the same care towards third parties that Customer would use in the treatment of its own confidential documents and knowledge and in any case with maximum due diligence.

**14) Intellectual property rights**

14.1) Vendor reserves any and all intellectual property rights with regard to the Product, such as but not limited to copyrights, trademarks, design rights, patent rights, utility model rights, know-how, and non-proprietary inventions, commercial experience, company secrets, regardless of when these are disclosed to the Customer.

**15) Data protection**

15.1) With regard to data protection the Vendor refers to his privacy policy, available at <https://www.voestalpine.com/welding/Data-Privacy> in its currently valid version.

**16) Force majeure**

16.1) Vendor assumes no liability for the impossibility of delivery or delays in delivery, when these are caused by or attributable to force majeure, acts of god or other events not foreseeable at the time of the conclusion of the contract and for which Vendor is not responsible such as but not limited to business disruptions of any kind, difficulties in material or energy procurement, transport delays (e.g. customs clearance) strikes, lawful lockout, armed or unarmed riots, epidemic or pandemic, administrative measures or actions also regarding COVID-19 or other epidemic or pandemic affecting in-house activities, shortage of labour, shortage (or impossibility to procure them at the prices taken into account at the moment of the execution of the Contract) of pre-materials, energy, or raw materials, official measures or lack of, incorrect, or untimely delivery by suppliers. Where such events make the delivery or services significantly more difficult, burdensome or impossible for Vendor and the hindrance is not only temporary, Vendor is entitled to withdraw from the Order Confirmation. In the event of hindrances of a temporary nature, the delivery or service periods shall be extended, or the delivery or service dates shall be postponed for the duration of the hindrance, in addition to a reasonable start-up period. Insofar as the Customer cannot be reasonably expected to accept the new date for delivery or service as a result of the delay communicated by the Vendor, he can withdraw from the part of the Contract whose performance is affected by the hindrance by immediate submission of a written declaration of termination.

**17) Export control**

17.1) Product is supplied under the condition that its delivery is not impeded by national or international regulations, especially export control regulations such as embargos or other sanctions.

17.2) The Customer commits to not selling the Product to third parties of whom he has reason to assume will disregard such regulations or circumvent them. Upon request, the Customer must provide Vendor, without delay, all required information, especially as regards the final recipient, final destination and end-use of the Product. The Customer (ordering party, consignee) commits to not using the Product, neither directly nor indirectly, in any way in connection with the development, production, handling, operation, maintenance, supply, detection, identification or dissemination of chemical, biological, or nuclear weapons, or other nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapons, unless he holds the required official licenses for these purposes.

17.3) The Customer also undertakes to ensure that the items are not put either directly or indirectly to a military end-use or in a country which is subject to an arms embargo or/and which is included in current sanction lists, unless the Customer holds and keeps the required licenses. In addition, the Customer undertakes to be in possession of the required authorizations in accordance with applicable standards of the foreign trade acts as well as the foreign trade regulations applicable for his business activity.

17.4) The Customer commits to neither directly nor indirectly selling, exporting, re-exporting, supplying, transferring or making the supplied goods otherwise accessible to persons, companies, institutions, or organizations, or into countries where these would contravene with European, Italian, UN, or, to the extent applicable, US (re-)export regulations. In case of re-selling/transfer of the supplied goods, the Customer commits to making his business partners aware of all export-related regulations and to passing on all obligations resulting therefrom.

17.5) Upon Vendor's request, the Customer commits to issuing an end-use certificate and to sending the original to Vendor, in order to enable a verification of end-use and intended purpose. The Customer shall be liable to the fullest extent for any damages resulting to Vendor from any culpable non-compliance with the European, Italian or US (re-)export regulations and release and undertakes to indemnify and hold Vendor harmless from any liability thereout.

17.6) Vendor's offers or Order Confirmations, contracts, as well as the fulfilment thereof, are subject to obtaining all required export or transfer licenses, or any other permits in connection with export regulations or releases from the relevant authorities, and to not being any other legal obstacle in connection with export regulations that Vendor, as exporters or shipper, or any of his suppliers, must adhere to.

**18) Compliance**

18.1) The principles and guidelines for a sustainable ethically, morally, and legally unobjectionable behavior 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 <http://www.voestalpine.com/group/en/group/compliance/> and are explicitly deemed accepted by the Customer, who supports their underlying principles and regulations and complies thereto. In individual cases, when patently clear and severe breaches of the underlying principles and regulations by the Customer become evident, and which makes a continuation of the business relationship untenable, Vendor shall be entitled to terminate the contractual relationship for good reason and, therefore, with immediate effect. The Customer commits to holding Vendor harmless of any damages and disadvantages resulting therefrom.

**19) Applicable law and court with jurisdiction**

19.1) The place of performance of Product is the location of Vendor's plant.

19.2) Italian law, with the exclusion of the International Conflict of Law Rules, as well as with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, shall apply to these General Conditions and to any and all the Order Confirmation and Contracts. If one or more of their provisions become ineffective, the other provisions remain binding and unaffected.

19.3) Any dispute arising between the Parties in relation to these General Conditions and the sales which they govern, and therefore among others in relation to any Contract and the performance thereof falls under the exclusive jurisdiction of the Court of Padua, any alternative jurisdiction being excluded.

**20) Final clauses**

20.1) If the circumstance arises in which the Vendor does not exercise the rights to which it is entitled under one or more clauses of these General Conditions or sale contracts governed by these conditions, this may not be understood to be a waiver of such rights, nor may it prevent it from requiring their timely and strict observance.