

1. DEFINITIONS

- Company: Stahl Judenburg GmbH, FN 58759k, VAT ID No. ATU36909002 (hereinafter referred to as "STJ")
- Business seat of the company: Gusstahlwerkstraße 21, 8750 Judenburg, Austria/Europe
- Business hours: Monday until Thursday 9 am to 12 am and 2 pm to 4 pm local time Austria.

2. SCOPE

- 2.1. These General Terms and Conditions shall apply to all legal transactions between STJ and its business partners and customers (hereinafter referred to as "Buyer") for the supply of goods and, correspondingly, for the provision of services. All offers and contracts of STJ are based upon these General Terms and Conditions.
- 2.2. If individual provisions of these General Terms and Conditions are directly in conflict with provisions set out in offers or order confirmations of STJ, the provisions set out in offers and order confirmations shall take precedence. In such case only those provisions of these General Terms and Conditions are valid that do not directly conflict with the provisions of the offers or order confirmations of STJ.
- 2.3. The Buyer expressly accepts that STJ objects to any and all provisions in an order or in other business documents of the Buyer that deviate from the terms and conditions referenced in section 2.1 or 2.2. If STJ does not explicitly consent to Buyer's terms and conditions in writing, STJ does not accept any general terms and conditions of the Buyer that deviate from these General Terms and Conditions, even if STJ does not expressly object to such terms and conditions for any individual transaction.
- 2.4. These General Terms and Conditions also shall apply as a framework agreement to all further legal transactions with the Buyer.

3. OFFER AND CONCLUSION OF CONTRACT

- 3.1. The price, the amounts and the supply information of STJ generally are unbinding and are not to be interpreted as offers within the meaning of sections §§ 862 and the following of the Austrian General Civil Code (*Allgemeines Bürgerliches Gesetzbuch*). They are to be interpreted as an order to submit an offer. Only offers that are printed on business paper of STJ and contain explicit language that they are binding are binding offers of STJ. E-mails in any case are unbinding information.
- 3.2. A contract (agreement) only shall be concluded with STJ by way of transmitting a written (also via telefax) order confirmation of STJ on the basis of these Terms and Conditions. A contract shall not be deemed concluded on the basis of implied actions of STJ.
- 3.3. Information contained in catalogues, brochures etc. as well as any other written or oral statements shall only be binding if the order confirmation expressly refers to them.
- 3.4. Later amendments and supplements to the contract or side agreements require a written confirmation of STJ to be valid.

- 3.5. STJ is entitled to correct mere typing and calculation errors contained in offers, order confirmations or invoices at any time.

4. PRICES

The prices that have been mutually agreed with STJ apply. In case of doubt, such prices are net prices (value added tax excluded). Any duties, taxes or other charges incurred in connection with the delivery shall be paid by the Buyer.

5. FULFILLMENT

5.1. Scope of contract:

If not defined in more detail, STJ is obliged to deliver goods of average kind and quality. Because of the production proceedings, deficient products in an amount of up to 7% of a delivery are accepted.

5.2. Place of fulfillment and passage of risk:

5.2.1. The place of fulfillment is Premises West of STJ.

5.2.2. Utilization and risk shall pass to the Buyer upon shipment ex works or ex warehouse, irrespective of the pricing agreed in writing for the delivery (e.g., delivered free, CIF etc.) This shall also apply if delivery is effected within the scope of an assembly or if the shipment is executed or organized and fulfilled by STJ.

5.2.3. In the case of services, the place of fulfillment shall be the place where the service is provided. The risk of a service or an agreed partial service shall pass to the Buyer upon its provision being provided.

5.2.4. If products to be delivered are not taken over by the carrier without STJ being at fault, the risk shall pass to the Buyer on the day on which the carrier should have taken over the product. STJ shall hold the affected products in custody, whereby the Buyer shall pay the costs associated with the holding of such products in custody.

5.3. Time of fulfillment:

5.3.1. In general, fulfillment shall occur at the time defined in the order confirmation. A deviation of the specified months of delivery of up to 1 month earlier or later is permitted because of the existing delivery chain and the production proceedings.

5.3.2. If delivery periods are stipulated, such agreed delivery periods shall commence on the below-mentioned dates, whichever is latest:

- a) date of order confirmation;
- b) date on which all technical, commercial and other requirements under Buyer's responsibility have been fulfilled;
- c) date on which STJ receives a down payment or security to be provided before the delivery of the goods.

- 5.3.3. The Buyer shall obtain any third-party approvals from authorities that may be required. If such approvals are not provided in due time, the delivery period shall be extended accordingly.
- 5.3.4. In the event of a default or delay of agreed payments the delivery period shall be extended accordingly.
- 5.3.5. The delivery period shall be deemed complied with if the delivery item leaves the warehouse of STJ before the delivery period expires or if STJ has notified the Buyer of its ability to deliver.

5.3.6. In the event of the occurrence of unforeseeable circumstances or contingencies beyond the control of the parties, such as all events of force majeure, which prevent meeting the agreed delivery date, said delivery date shall be extended for a period equal to the duration of such events, to the exclusion of any and all legal claims that the Buyer otherwise may have; such events shall include in particular armed conflicts, interventions and prohibitions of authorities, transport and customs delay, shipping damage, power and raw material shortage, labor disputes and default of a supplier that is difficult to replace. The above-mentioned events justify the extension of the delivery date also if they occur with suppliers utilized by STJ.

5.4. Delivery and packaging:

- 5.4.1. The products are delivered in packaging chosen by STJ which is available and fulfills its purpose and, if not agreed differently, is included in the offer price. Special packaging or wishes of the Buyer or deviations in case of doubt are not included in the offer price.
- 5.4.2. Delivery occurs: ***FCA, Stahl Judenburg GmbH, Dispatch Hall, Premises West, Gusstahlwerkstraße 21, 8750 Judenburg, Austria/Europe, pursuant to the INCOTERMS 2010.***
- 5.4.3. If further services shall be performed by STJ exceeding such terms of delivery, they are to be understood as unbinding services that need to be paid by the Buyer and the Buyer needs to indemnify, defend and hold STJ harmless with regard to such services. A management without order (*Geschäftsführung ohne Auftrag*) is not triggered in such cases.

6. LATE PERFORMANCE

6.1. Late delivery:

- 6.1.1. The agreed times of delivery are indicative dates which STJ can deviate from within the borders mentioned above (section 5.3.1 of these General Terms and Conditions) without any consequences. In case of risk of late delivery outside of these borders, STJ will immediately inform the Buyer and in case the Buyer requests so, will specify a time period within which delivery will occur.
- 6.1.2. If late delivery occurs, no quicker / more expensive (e.g., air freight instead of truck) transport will be provided, if not requested by the Buyer in writing and paid by the Buyer. Additional works and costs of STJ for such quicker transport are to be borne by the Buyer.

6.1.3. Cases of force majeure mentioned in 5.3.6 of these General Terms and Conditions do not constitute cases of late delivery. After the reason of late delivery ceased to exist, STJ has the choice to terminate the order without any consequences. The Buyer does not have such right in the cases mentioned.

6.2. Late taking over of the products:

6.2.1. Pursuant to these General Terms and Conditions STJ informs the Buyer in time of when the ordered goods will be ready. If the Buyer rightfully or unjustifiably refuses the taking over of the goods, STJ nevertheless immediately issues the invoices (further information regarding the terms of payment see below) and the amount is immediately due. The Buyer is given a term of 14 days for taking over the products.

6.2.2. During the time period of late taking over of the products, STJ can choose whether the goods are kept at STJ's premises or externally. All costs resulting from the late taking over of the goods are to be borne by the Buyer. For such time period no custody contract (*Verwahrungsvertrag*) in the sense of the Austrian General Civil Code exists. The liability for the loss of the goods including damages and vandalism is borne by the Buyer.

6.2.3. In case of late delivery exceeding the time period of 14 days, STJ has the right to deduct the costs resulting from the late delivery from the amount received from scrapping the goods at the daily price, which leaves the main claim of the Buyer as it is. A payment that already has been made in any case ceases to exist at such time. STJ has no obligation to deliver the part of the goods that has been scrapped. The right of delivery of the scrapped good to the Buyer ceases to exist.

7. **TAKING OVER OF THE PRODUCT**

If a take-over of goods/products is agreed with the Buyer, STJ will inform the Buyer about it when the goods are ready. If the Buyer does not take over the products within a time period of 14 days or refuses the take-over, the provisions regarding late taking over (Section 6.2 of these General Terms and Conditions) apply and the goods are deemed having been taken over without any restrictions (fiction).

8. **QUALITY AND ENVIRONMENT**

STJ guarantees to comply with the legal provisions of Austria and directly enforceable provisions of the European Union. If the Buyer makes requests for other countries, such are to be specified in written form in the German or English language and are to be agreed upon separately in written form with STJ. As a consequence STJ will, if possible, try to fulfill such requirement. STJ has management systems pursuant to ISO 9001/TS 16949 and ISO 14001.

9. **REPRESENTATION AND WARRANTY**

9.1. STJ only and exclusively provides the representation and warranty for deficiencies regarding the product, a representation and warranty for legal deficiencies is excluded. The term for the representation and warranty amounts to six (6) months and starts with shipping the goods pursuant to the delivery condition (FCA, Incoterms 2010). The warranty period shall neither be extended nor suspended due to remedying and improvement attempts.

- 9.2. No warranty claims may be derived from information contained in catalogues, brochures, marketing material and written or oral statements that have not been included in the contract.
- 9.3. Immediately and without delay after receipt of the goods and before any adaptation or processing of the goods is undertaken, the Buyer needs to inspect the goods with regard to deficiencies and then immediately inform STJ of deficiencies detected in written form and in detail during the business hours mentioned above. If no correct and timely notification of deficiencies is made, all warranty claims vis-à-vis STJ are excluded. If notification regarding deficiencies reaches STJ more than seven (7) days after shipping it is incontestably assumed that the notified deficiencies have been accepted by the Buyer (too late notification of deficiencies). Each written notification of deficiencies needs to contain an amount of delivered and deficient goods whereby the amount is determined by STJ. Only with receipt of such goods the notification of deficiencies is deemed to have been made correctly. The notification does not imply that the Buyer is entitled to retain the amounts invoiced or any part thereof.
- 9.4. The representation and warranty regarding products refers to deficiencies such as deficiencies in the surface (notches, imprints) which make the goods unusable as well as deficiencies in material and deviation from its size if such examination was explicitly requested by the Buyer or deviates from an international norm and was detectable by STJ during the production process. Deficiencies of the surface which have no influence on the functionality of the final product are to be qualified as merely optical deficiencies that are not relevant (in doubt). The representation and warranty for surface deficiencies terminates in any case at the latest when the product was manipulated by the Buyer and/or was taken out of the transport packaging (manually or automatically) and was used for further works.
- 9.5. STJ warrants only that the products exhibit the characteristics that are generally presumed for these products in commerce. For such characteristics above and beyond these, whether mentioned in public declarations such as advertisements, or otherwise, STJ assumes responsibility only if STJ has warranted these characteristics in writing in its order confirmation.
- 9.6. If a defect subject to a warranty obligation pursuant to this section 9 exists, STJ shall, at its option, rectify the defective product or the defective part at the place of performance or have the product or part sent to it for rectification or effect a reasonable price reduction.
- 9.7. The Buyer must declare discrepancies between the ordered and the delivered goods (*Aliud*) in writing immediately after the delivery and before any adaptation or processing of the goods is undertaken; otherwise the goods shall be considered approved and STJ shall not be obliged to take them back or exchange them.
- 9.8. The Buyer is obligated to furnish proof of the existence of a defect. The Buyer always bears the burden of proving the defectiveness of the delivered goods at the time of the delivery. The legal presumption of § 924 of the Austrian General Civil Code (*Allgemeines Bürgerliches Gesetzbuch*) is explicitly excluded.
- 9.9. If a product is manufactured by STJ based on design details, drawings, models or other Buyer specifications, STJ shall have no liability arising out of such specifications.
- 9.10. The warranty shall immediately expire if the Buyer itself or a third party not expressly authorized by STJ changes or repairs, or opens and/or dismounts the supplied items without STJ's prior written consent.

- 9.11. Claims pursuant to § 933b of the Austrian General Civil Code (*Allgemeines Bürgerliches Gesetzbuch*) are excluded.

10. LIABILITY

- 10.1. STJ is liable vis-à-vis the Buyer for direct positive damage caused directly by STJ by way of willful misconduct or extreme gross negligence (*krasse grobe Fahrlässigkeit*) or caused by willful misconduct or extreme gross negligence of the vicarious agents of STJ. The liability of STJ in the event of minor gross negligence (*schlichte grobe Fahrlässigkeit*) is excluded. Compensation for purely financial losses, loss of profit, interest loss, damage arising from third-party claims or indirect, incidental, consequential or punitive damages are excluded to the extent permitted by law. The Buyer must prove the existence of extreme gross negligence on the part of STJ. Regarding personal injuries the Buyer must prove slight negligence on the part of STJ.
- 10.2. For damages suffered by the Buyer, STJ's liability is limited at the maximum to the net sales price of the concerned products. The liability of STJ only encompasses consequences of deficits in production, but not in construction and design.
- 10.3. For product liability the Austrian Products Liability Act applies with the restriction that with regard to recourse claims of third parties the Buyer will defend, indemnify and hold STJ harmless.
- 10.4. Claims for damages against STJ shall be time barred and lapse after 12 months. The Buyer shall inform STJ of the damage by written notice within a reasonable time, at the latest, however, within 8 days of the Buyer discovering the damage or within 8 days of the Buyer having had the opportunity to discover the damages, whichever is earlier.
- 10.5. If the Buyer is itself held liable on the basis of the Austrian Product Liability Act (*Produkthaftungsgesetz*) or similar foreign regulations, the Buyer expressly waives every right of recourse against STJ, in particular pursuant to § section 12 of the Austrian Product Liability Act or similar foreign regulations. If the Buyer introduces the goods STJ has delivered onto a market outside of the European Economic Area, it is obligated to exclude vis-à-vis its buyer the duty of replacement according to the Austrian Product Liability Law or similar foreign regulations, to the extent that is possible and permissible according to the applicable law or the law agreed between seller and buyer. In this case or in the event of the omission of this duty to exclude liability, the Buyer is obligated to indemnify and hold STJ harmless against third-party product liability claims.
- 10.6. Buyer shall defend, indemnify and hold STJ harmless from and against any damages, or any claims in respect thereof, brought by third parties arising from the goods (for instance installation, operation, use, misuse or inability to use the goods), including where a third party brings a claim. This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, product liability claims or any other legal theory. Should STJ nevertheless be found liable for any such damages, such damages shall be limited to the amounts set forth in section 10.1 to the extent permitted by applicable law. This indemnification, defense and hold harmless obligation applies to personal injury, property damage as well as to damage to the goods.

11. RETENTION OF TITLE

- 11.1. STJ retains the title of all goods delivered until the invoiced amounts plus interest and charges have been fully paid. The goods are to be marked as belonging to STJ and to be separated from other goods at the risk and costs of the Buyer. Until transfer of the ownership, the products are being deemed kept by the Buyer in the sense of a custody agreement without remuneration pursuant to section §§ 957 and the following of the Austrian General Civil Code; the liability of the Buyer is being extended to cases of chance (section § 1311 of the Austrian General Civil Code).
- 11.2. Provided that STJ does not withdraw from the contract the assertion of the retention of title does not constitute a withdrawal from the contract and does not suspend the Buyer's obligations, in particular that of paying the amounts owing to STJ. Within the scope of STJ's retention of title regarding the object of purchase, the Buyer is authorized to transfer its existing vested property right within the scope of its business operations, but may not pledge the object of purchase as collateral or transfer it by way of security. The Buyer is obligated to bear the costs, including for the measures taken to remedy the infringement, in particular the costs of intervention proceedings and similar actions. STJ's retention of title also extends to the goods produced through processing. If STJ's goods are processed, connected or combined with other materials, STJ acquires joint ownership in the goods thereby produced according to the proportion of the value added.
- 11.3. Thus, the Buyer assigns to STJ with immediate effect, for the purpose of securing and satisfying, all claims from the resale of goods subject to retention of title, even if they have been processed, redesigned or commingled, in order to collateralize STJ's purchase money claim and undertakes to make a corresponding note in its accounting records or on its invoices and to render the assignment properly apparent. STJ accepts such assignment. The Buyer is obligated to immediately inform STJ of its buyer's name and address, the inventory and the amount of the receivables resulting from the resale, as well as to verifiably inform its respective buyer of the assignment. STJ is entitled to inform the buyers of the Buyer of the assignment at any time. The Buyer shall with immediate effect re-assign to STJ all sums received through cash sales of goods to which STJ retains reservation of title, up to the amount owed to STJ from STJ's delivery of these goods to the Buyer. As of now STJ instructs the Buyer to hold these sums in separate custody for STJ.
- 11.4. The Buyer is obliged to fulfill all requirements pursuant to the laws of the Buyer's business seat in order to ensure that the retention of title provision to the benefit of STJ with regard to the sold items is effective and valid (e.g., by way of an agreement and an entry into a special register at the place of the Buyer's business seat).
- 11.5. In the event of attachment or other utilization, the Buyer shall be obliged to point out the legal title of STJ and notify STJ immediately.

12. PAYMENT CONDITIONS

- 12.1. If a transaction is entered into (order confirmation by STJ required), a payment in the amount of 30% of the net value of the order immediately becomes due and is to be transferred to the account of STJ without incurring costs for STJ. STJ is entitled to pay imbursements, costs, etc which were caused by an incorrect implementation of the contract (reason and fault irrelevant) from such prepayment and to set it off without the consent of the Buyer. Such prepayment therefore also fulfills the function of a lump sum damages payment; whereby STJ reserves the right to proof and claim increased damage. In case of withdrawing from the contract by STJ or non-fulfillment by way of fault of STJ, a maximum

of 100% of the prepayment is to be refunded without interest; more than 100% of the prepayment never may be reclaimed. In all other cases the prepayment shall be owned by STJ. In all cases the parties refrain from reduction of the prepayment by a judge. If for whatever reasons the prepayment is not made at the time of entering into the contract, the Buyer's obligation to pay such prepayment does not automatically cease to exist.

- 12.2. The claim against the Buyer resulting of the delivery becomes immediately due when the invoice is issued (net without deduction), prepayments are to be set-off of such claim without interest. Because of the international payments, the Buyer is given a time period of 7 days as of issuing of the invoice within which he needs to pay the entire invoice amounts without costs to STJ to the account of STJ (IBAN: AT671100007943168000, BIC/Swift: BKAUATWW). A retaining of partial amounts for whatever reason is impermissible. In case of a payment delay, interest for late payment in the amount of 10% per annum becomes due.
- 12.3. The Buyer is not entitled to hold back or offset payments on grounds of warranty or any other claims.
- 12.4. A payment shall be deemed effected as of the day STJ has the payment at its disposal.
- 12.5. If the Buyer has caused a delay of payment or a delay of any other service associated with this or other transactions, STJ may, without prejudice to its other rights, delay the fulfillment of its own obligations until such payment or other service has been effected and extend the time of delivery accordingly. In any event, STJ shall be entitled to charge pre-trial costs, especially collection and legal fees.

13. RIGHT TO SET-OFF

STJ is entitled to offset against existing claims with all receivables to which STJ or Georgsmarienhütte Holding GmbH (www.georgsmarienhuetten-holding.de) are entitled. A set-off of the Buyer is permissible only with undisputed or judicially validly determined demands.

14. STATUTE OF LIMITATION

Except where otherwise provided for in these General Terms and Conditions, claims of the Buyer shall become time-barred after 12 months if legal proceedings are not instituted within such time period.

15. APPLICABLE LAW AND JURISDICTION

- 15.1. The contract shall be exclusively governed by Austrian law without regard to its conflict of law provisions and without regard to the United Nations Convention on Contracts for the International Sale of Goods.
- 15.2. All legal and other disputes arising out of or in connection with the contract and these General Terms and Conditions, including disputes about its validity, shall be exclusively settled by (*ausschließlicher Gerichtsstand*) the competent court at the STJ's business seat. STJ reserves the right to bring a claim against the Buyer before any other court worldwide.

- 15.3. The contractual and commercial language is German or English. If correspondence or agreements are in a different language, STJ has the choice whether such correspondence or agreements are valid.

16. SEVERABILITY

Should individual provisions of the contract or these General Terms and Conditions become void, the validity of the remaining provisions shall in no way be affected. The void provision shall be replaced by a valid provision coming as close as possible to the sense and spirit and purpose of the achieved target in economic terms. Gaps and contradictions are to be dealt with pursuant to the Austrian General Civil Code; the interpretation needs to be made pursuant to the will of the drafting party (STJ).