



Kroneisl-Stahlhandelsgesellschaft m.b.H.

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General Terms and Conditions of Business

1. Offer and conclusion of contract

1.1. These terms and conditions apply to all - including all future - offers, contracts, deliveries and other services. Conditions of purchase of the buyer shall not be admitted, even if we do not once again refute them after receipt by us or notifications to this effect. At the latest on the receipt of our goods, our terms of delivery and payment are considered as accepted.

1.2. Our offers are non-binding. Contracts, other agreements, in particular verbal ancillary agreements and assurances become binding only upon our written confirmation. Contracts or our order confirmations are also subject to the terms of the delivery promise of our upstream supplier, whereby the buyer remains bound until then.

1.3. We are entitled to correct obvious errors, omissions, typing and arithmetical mistakes at all times; technical data, weight, measurement and performance descriptions are only binding if their exact compliance is expressly agreed.

2. Prices

2.1. The prices are net and exclusive of statutory VAT. If there are price increases between the conclusion of the contract and the delivery that must be paid to the upstream supplier, a corresponding price adjustment shall be borne by the buyer.

2.2. An increase in charges or costs (such as freight, storage costs, etc.) after the conclusion of the contract, whether included in the price or specified separately, shall be borne by the buyer; this also applies to fees and costs incurred retrospectively.

3. Payment

3.1. Unless otherwise agreed, the payment of our invoices must be made net cash within 30 days of the date of the invoice, without deductions and free of charges.

3.2. Failure to comply with the terms of payment or circumstances that reduce the creditworthiness of the buyer

will result in the maturity of all claims. They entitle us to carry out outstanding deliveries only against advance payment or to withdraw from the contract or to demand compensation for non-performance.

3.3. Offset against our claims or retention of payments are only permitted against due counter claims of the buyer, which are not disputed by us.

3.4. In the event of late payment, we may also prohibit further resale and processing of the delivered goods and demand their return or transfer of possession at the expense of the buyer. Likewise, we are entitled, after prior notice and setting of a deadline, to enter the buyer's premises, to remove the delivered goods and to realise their value by direct sale to credit the open purchase price claim, less costs incurred as far as possible.

3.5. The buyer is not entitled to transfer or assign claims from or in connection with contracts, of any kind, concluded with us to third parties.

4. Execution of deliveries, delivery times and dates

4.1. Delivery times and dates are always non-binding. Delivery times begin from the date of our order confirmation, but not before complete clarification of all details of the order, provision of any required certificates, opening of an agreed letter of credit or receipt of an agreed down payment.

4.2. When the goods cannot be dispatched in good time, without fault on our part, delivery times and dates are deemed to have been met on notification of readiness for dispatch. The risk, hazard and costs are thereby transferred to the buyer.

4.3. If the non-binding delivery times and dates specified by us are exceeded, the buyer has no claim for compensation for damages or for carrying out a covering purchase, unless the enforcement of such claims against our upstream supplier is possible and reasonable. In these cases, our liability is limited to payments collectable from the upstream supplier. In the event of a delay in delivery, the buyer waives the right to withdraw from the contract, unless we expressly declare in writing that we cannot ensure the delivery. See also point 9.

5. Retention of title

5.1. The delivered goods remain our property until full payment and act as security for all our outstanding claims.

5.2. Until the payment of our outstanding claims, the buyer undertakes to regard all delivered goods, whether in the raw, processed or converted state, as our property, to sufficiently insure them and hold them in custody for us.

5.3. In the case of processing, mixing or combining of the goods subject to retention of title with material owned by the buyer, co-ownership arises according to the ratio of the contributions to the newly created object. The buyer undertakes to transfer to us his resulting co-ownership in order to secure our claims.

5.4. The buyer is not entitled to transfer or pledge the goods under our retention of title. For access by third parties, the buyer must advise them of our ownership and notify us immediately.

5.5. The buyer is obliged to provide us with information on the whereabouts and notify any processing and resale of the goods delivered by us, with the name and address of the acquirer as well as the amount and due date of the purchase price obtained for this purpose and to disclose the data of the corresponding outgoing invoices. The buyer hereby assigns in advance his purchase price claims from the resale of our goods to his customers. He undertakes to inform his customers of the retention of title agreed in our favour and of the advance assignment of his purchase price claim in our favour and to verify this to us in writing.

6. Grades, dimensions and weights

6.1. The delivery will only be made according to special quality specifications, if these are agreed in writing.

6.2. Grades and dimensions are determined according to European standards, unless other standards have been agreed in writing. Weights are determined by the weighing carried out by us or our upstream supplier or the supply plant. Weights can also be determined, without physical weighing, in accordance with the relevant standards. The loose or bundle quantities, etc., specified in the dispatch note, are not binding for goods calculated by weight. The gross weight determined by the upstream supplier, including any packaging, is decisive in all cases.

6.3. Unless otherwise agreed in writing in individual cases, the following quantity deviations are permissible for deliveries: for an order quantity up to 5 tonnes, +/- 30%, up to 25 tonnes +/- 25%, above 25 tonnes +/- 15%.

7. Notice of defects and warranty

7.1. The buyer must inspect the goods immediately after delivery (receipt by him or delivery to him). Section 377 UGB (Austrian Enterprise Code) applies; the appropriate period under Section 377 (1) is set at seven days.

After expiry of six weeks no further defects can be asserted in the case of section 377 (3).

7.2. The buyer must immediately give us the opportunity to verify reported defects for ourselves and,

on request, to provide us with samples; in case of infringement of this obligation, any warranty and damage claims shall lapse.

7.3. In the absence of express written agreement, we are not liable for any particular use of the goods or for specific processing options, nor for any rust or other weather influences.

8. General limitation of liability and statute of limitations

8.1. For any claims for damages of the buyer, in particular in accordance with section 933a ABGB (Austrian Civil Code), our liability in case of slight negligence is excluded.

8.2. All claims of the buyer in any form whatsoever, in particular arising from warranty or compensation, as well as any claims for recourse of the buyer against us shall lapse within one year after delivery, or otherwise from the conclusion of the contract. Liability for loss of profit, consequential damages or damages resulting from faults are excluded. In all cases our liability is limited to the extent of the value of the delivered goods.

8.3. The buyer acknowledges that we must first stock up with the ordered goods. Any liability for delayed delivery by us or our upstream suppliers is excluded; this applies in particular to the third-party business, for which any vicarious liability is excluded.

8.4. The provisions of this section shall also apply if goods other than the required goods or other than the required quantity of goods have been delivered, insofar as the deviations are insignificant enough that the seller must consider the buyer's approval excluded.

9. Packaging

9.1. Unless otherwise agreed, the goods will be delivered unpacked. Packaging will be provided for a fee, if required by the nature of the material or if it is required by the buyer when ordering. A cancellation can only be made by prior agreement.

9.2. We assume no liability whatsoever for the manufacturer's packaging or that from one of our upstream suppliers.

10. Shipping, transfer of risk, partial delivery

10.1. We shall determine the route and means of shipping as well as the forwarding agent and carrier. The risk, including the seizure of the material in all transactions, passes to the buyer on hand-over of the goods to a forwarding agent or carrier, but at the latest when leaving our warehouse or the upstream supplier.

10.2. The goods travel from our warehouse or from that of the upstream supplier at the expense and risk of the buyer, even if the prices are effective as of the place of destination.

10.3. If the buyer or a forwarding agent or carrier commissioned by him provides the vehicle, we assume no liability for proper loading.

10.4. Delayed availability on behalf of the buyer or traffic blocks entitle us to immediately invoice goods that are ready for dispatch, to store them at the risk and expense of the buyer in the open or to hand them over to a freight forwarder; this fulfils our obligation to deliver.

10.5. We will arrange insurance only at the express request and at the expense of the buyer.

10.6. We are entitled to partial deliveries. Industry standard excess and short deliveries against the agreed quantities are permitted. If the contract quantity is exceeded by individual orders, then we are entitled, but not obliged, to deliver the surplus. We can calculate the surplus at the prices applicable at the time of call-off or delivery.

11. Choice of supply plant

11.1. The choice of the upstream supplier remains at our discretion, unless deliveries are expressly agreed by a specific plant.

12. Exemption from contract fulfilment.

12.1. War and general mobilisation extinguish our obligation to fulfil existing contracts. However, we are obliged to inform the buyer within a reasonable period of time after these events have occurred and that we are unable to fulfil the contract. Operational breakdowns and workers' strike or lock-outs at the upstream supplier itself, or in factories supplying raw materials or fuels and auxiliary materials, shall be deemed to be the same as force majeure events.

12.2. If the circumstances, under which the contract was concluded, have changed so significantly that it can be reasonably assumed, under the changed circumstances, that the deal would have been cancelled or at least executed under different terms, and the change in circumstances at the time of the deal could not have been foreseen, even under application of the recommended due diligence for business-related transactions, we have the right, depending on the nature of the case, to refuse to perform the contract or to demand a change to the contract that takes into account the changed circumstances. If the adequacy of the requested modification is not recognised by the buyer, the judge will decide. The change in circumstances may also arise from significant changes in the buyer's personal or business circumstances.

Kroneisl-Stahlhandels-gesellschaft m.b.H.

Linz, March 2019

13. Product liability

13.1. Any claims for recourse by foreign buyers are subject to Austrian law, excluding the conflict of laws principles under the IPRG (International Private Law Act).

14. Place of Performance, Jurisdiction and Applicable Law

14.1. The place of performance is A-4020 Linz.

14.2. The contract parties agree on the application of Austrian law, excluding UN sales law.

14.3. German is agreed as the contract language.

14.4. The exclusive local jurisdiction of the relevant court in Linz is agreed for all disputes arising in connection with the contractual and the business relationships between the parties.

15. Severability

15.1. In the case of the ineffectiveness of one of these provisions, we are entitled to replace the ineffective provision by an effective provision whose economic success corresponds as far as possible to the ineffective provision.

16. Data, changes

16.1. The buyer expressly consents to the use of any of its data provided or disclosed to us in the course of the relationship. Changes to addresses, changes in the corporate structure (e.g. change of control) must be reported to us immediately. Declarations to the buyer are deemed to have been received when they are sent to the last known address.

17. Written form

17.1. Deviations from these terms and conditions, including the departure from the written form requirement, must be in writing.