

## **General terms and conditions (GTD)**

### **1. Validity**

- a. These terms and conditions apply to all contracts between the client and the STEEL FOR YOU Ltd as contractor, both as entrepreneur.
- b. Deviations from these terms and conditions only apply if they are expressly confirmed in writing by the contractor in the order confirmation. Gaps in the GTC are closed by legal regulations.
- c. The validity of the terms and conditions of the client is expressly excluded, even if the contractor does not expressly object to this and begins with the fulfillment of the contract or accepts payments.

### **2. Offer and order**

- a. The offer of the Contractor is valid for 30 (thirty) days from the date of issue, unless otherwise is specified in the offer.
- b. For the offer, cost estimates, drawings and other documents, the contractor reserves the right of ownership. They may not be made accessible to third persons.
- c. The nature and extent of the order result from the offer or the order of the client, the order confirmation of the contractor and these GTC (all together subsequently referred to as "contract"). In case of contradictions between these documents the order confirmation has priority.
- d. The contract is only legally valid after the order confirmation has been sent to the client. Changes to the order in the order confirmation of the contractor shall be deemed to have been accepted by the client if the client has not objected to the change in writing within 3 (three) working days from receipt of the order confirmation.

### **3. Service**

- a. The contractor is obligated to the proper execution of the contract according to the generally accepted rules of technology and has to fulfil his services with the diligence expected of him as a specialist (§1299 ABGB).
- b. Advance performances such as concepts, drafts, analyze, information, etc., which the contractor provides to the client before the contract is concluded, will be charged according to expense.
- c. Objectively justified and minor changes in the performance obligations that do not affect the price, can be made by the contractor. This applies in particular to reasonable performance deadline overruns.
- d. The contractually agreed performance deadlines do only commence as soon as the client has fulfilled his agreed duty to cooperate (see 4).
- e. The contractor may, to fulfil the contract, pass on performances in whole or partly to vicarious agents or form a working community with another company.

### **4. Involvement of the client**

- a. The client warrants that all necessary acts of cooperation on his part and on the part of its vicarious agents are provided on time and free of charge for the contractor. These acts of cooperation must comply with the applicable laws, standards, safety regulations and accident prevention regulations.
- b. The client shall bear any additional expenses that occur to the contractor due to the fact that work must be repeated or is delayed due to late, incorrect or incomplete information or

improper cooperation. The contractor is authorized to settle such additional expenses even if a fixed or maximum price is agreed.

#### **5. Warranty and liability**

- a. The parties do not have the right to assert claims other than the contractually agreed ones.
- b. The warranty period is 12 (twelve) months from the acceptance of the service.
- c. Warranty claims in the event of defects must be, within the warranty period, reported in writing to the contractor and must be described in detail immediately after their discovery. It applies § 377 of the commercial code "notice of defects".
- d. The warranty is provided at the option of the contractor by free repair within a reasonable period of time or by price reduction or conversion. A claim for damage occasioned by delay cannot be asserted within this period. If the contractor does not start repairing the defect within 10 (ten) working days from the date of receipt of the client's notice of defects, the client may have the defect repaired by an authorized third party at the contractor's expense. The contractor must refund these costs to the client within thirty (30) days of receipt of the invoice.
- e. The contractor is not liable for the accuracy of the data and documents provided by the client.
- f. The Contractor is only responsible for damages of the client, if these were caused by the client or its vicarious agents intentionally or grossly negligently. The burden of proof lies with the client.
- g. The amount of the liability of the contractor is limited to the replacement of the damage by the liability insurance of the Contractor.
- h. Without prejudice to the contrary provisions of the contract, the Contractor is under no circumstances responsible for indirect or consequential damage, in particular production downtime, loss of turnover, costs of capital, loss of profit or higher costs in connection with an operational interruption suffered by the Principal for any reason whatsoever.
- i. In any case, claims for compensation of the client become time-barred within 6 months after performance of the service.
- j. In the event of force majeure such as war, riots, labor disputes, acts of terrorism, natural disasters, transport bans and other circumstances beyond the control of the contractor, the Contractor shall not be liable to the Client for the non-performance of the contract.

#### **6. Withdrawal from the contract**

- a. Withdrawal from the contract is, for both parties, only permissible for important reasons after a reasonable grace period has been set. Important reasons are in particular default of acceptance, delay in delivery, lack of co-operation of the client, default of payment.
- b. The withdrawal is only possible after setting a reasonable grace period by registered letter. § 1168 of the general civil code applies. In the case of the opening of bankruptcy proceedings over the assets or the rejection of a bankruptcy petition in the absence of cost-covering property of the other party, a resignation without notice is possible.
- c. In the case of legitimate withdrawal of the contractor or unjustified withdrawal of the client, the client owes the contractor the entire agreed fee according to the contract ("contract price"). The right of the contractor of compensation of the damages shall be unaffected. In case of justified withdrawal of the client, the client has to pay the services that have been provided by the contractor until then.

#### **7. Terms of payment**

- a. Unless otherwise is agreed, the non-binding calculation recommendations issued by the professional association engineering office are content of the contract.
- b. The contract price is shown in EURO and without value added tax. Travel costs according to the execution of the contract will be invoiced separately to the client. For trips by car the agreed mileage allowance, but at least the official mileage allowance will be charged. Other travel costs (taxi, train, flight, bus, car hire, etc.) and accommodation expenses (hotel, diets) are billed according to the actual cost according to the receipt. Travel times are considered working hours, unless otherwise is agreed in writing.
- c. Payment must be made without deductions, plus value added tax, within 30 (thirty) days of the date of invoice, to the account of the contractor. Payments of the client shall only be deemed to have been made legally effective from the time of receipt in the contractor's bank account.
- d. In the event of late payment, for whatever reason, the client shall be charged default interest of 9% (nine percent) per annum above the base interest rate of the ECB. In addition, the client owes the contractor a reminder fee of EUR 25.00 (twenty-five euros) per reminder as well as all other costs incurred in bringing in the claim, such as fees by commissioning a debt collection agency or the initiation of legal action. Claims by the contractor for compensation of higher interest rates are not affected.
- e. In the case of orders over a longer period of time, the services provided in the previous month will be charged at the beginning of each month.
- f. If a fixed price has been agreed, the contractor can charge pro rata advance payments in accordance with the partial service rendered.
- g. The contractor may submit any self-contained part as a partial performance for acceptance.
- h. The client is obliged to accept immediately after delivery of the service. If the client does not fulfill his acceptance obligation, the acceptance shall be deemed to have been made by the client after 10 (ten) calendar days after delivery of the service.
- i. Complaints concerning the invoice of the contractor must be notified to the contractor in writing within 10 (ten) calendar days from the date of the invoice, otherwise the bill shall be deemed accepted.
- j. The offsetting of any counterclaims of the client with the claims of the contractor is excluded.
- k. In the event of a cancellation of the order for technical advice, development of quality manuals, certifications, various audits and production monitoring activities by the client up to 5 (five) working days before the agreed start date, the client shall immediately pay 30% (thirty percent) of the agreed contract price as a contractual penalty. If the contractor has already provided more services for the preparation, implementation or completion of the order at this time, the client owes the contractor the amount of money that exceeds the 30% penalty of the contract price.

#### **8. Place of fulfilment**

The place of fulfillment for the contractual services is the registered office of the contractor, unless otherwise is agreed.

#### **9. Secrecy and non-solicitation agreement**

- a. Each party undertakes to maintain absolute secrecy of all confidential information obtained during the contract duration, such as business and company secrets of the other party. The

obligation to secrecy also binds the vicarious agents as well as the legal successors of a party. Exceptions are cases in which there is an official or legal obligation to provide information.

- b. After fulfillment of the contract, the contractor is entitled to publish the service as a reference.
- c. The customer refrains from soliciting, hiring or otherwise employing employees of the contractor (indirectly or directly) during the validity of the contract and for another two (2) years after the termination of the contract. Irrespective of the assertion of further claims for damages by the contractor towards the client, the client undertakes to immediately pay a contractual penalty of 100% (one hundred percent) of the annual amount that the client pays to that person, but not less than EUR 100,000.00 (a hundred thousand euros) for any violation of this non-solicitation agreement in this article 9 c. The client bears the burden of proof.

#### **10. Protection of the plans**

- a. All designs, plans, specifications and similar documents ("Documents") developed by the contractor and / or provided to the client by the contractor remain the property of the contractor. These documents may only be used by the client in the course of the contract.
- b. The contractor warrants the client an irrevocable and limited right to use these documents exclusively in the course of the contract.
- c. The client guarantees that all persons with access to the documents or copies thereof are obliged to these regulations.
- d. The contractor shall be authorized and the client shall be obliged to specify the name (company name, business name) and the business address of the contractor in terms of publications and announcements about the project.
- e. This provision continues to apply for an unlimited period of time even after the end of the contract.
- f. In the case of violation of this art. 10 by the client or its vicarious agents, the client shall immediately pay to the contractor a contractual penalty in the amount of twice the appropriate remuneration for the unauthorized use of the documents. This contractual penalty is not subject to the judicial moderation law. The burden of proof lies with the client. The right of the contractor to further damages remains unaffected.

#### **11. Choice of law and place of jurisdiction**

- a. The contract shall exclusively be subject to the Austrian law and is interpreted according to this.
- b. For all disputes arising from the contract, the jurisdiction of the relevant court at the registered office of the contractor is agreed.

#### **12. Events and seminars of the contractor**

- a. The number of participants of the events and seminars ("events") of the contractor is limited. The reservation for participation takes place in chronological order of receipt of the application and can be made legally binding by fax, telephone or e-mail. Registration deadline is 14 (fourteen) days before to the event.
- b. If the minimum number of participants specified by the contractor falls short with the registration, the contractor has the right to cancel the event and / or postpone it to another date without any claims being made against the contractor.
- c. Without exception, only those participants will receive a written confirmation of participation, which were demonstrably present for at least 75% of the duration of the event.

- d. Up to 10 (ten) days before the start of the event, the free cancellation is possible. For later cancellations, 100% (one hundred percent) of the agreed event costs have to be paid to the contractor.
- e. If necessary, the contractor may make organizational changes to the program without arising any claims against the contractor.

### **13. Welding supervision**

- a. After commissioning the welding supervisor, the client is obliged to inform the contractor in writing about all relevant points and required activities in a timely manner (at least 5 (five) working days before the start of the order). The contractor has the right to assign the welding supervision to expert third parties.
- b. The responsibility for the proper execution of the welding work lies with the client.
- c. Unless something else is agreed in writing in the contract, the contractor's welding supervision activities will begin on the first day and end on the last of the month.
- d. For important reasons, the client may interrupt the welding supervision for a total of 3 (three) full months per calendar year. This means either a continuous interruption for three full months or intermittently for in each case one (1) full month. The requirements for the interruption are: the written information of the contractor, at least one (1) month previous to the planned interruption stating the reasons and duration AND the written approval of the contractor and the certification body.
- e. The termination of the welding supervision must be done in writing by fax or registered mail and is possible at the end of each month. The period of notice is 3 (three) months.
- f. After termination of the contract, the client is liable for the further execution of the welding supervision.
- g. The contractor shall be liable to the client for damages caused solely by himself in the context of welding supervision, exclusively in accordance with the coverage of the liability insurance of the contractor. Any further liability is expressly excluded.

### **14. General regulations**

- a. Agreements between the parties must be made in writing.
- b. If one or more provisions of the contract are void, this does not affect the validity of all other provisions. In place of the non-applicable provisions shall apply what in terms of content and meaning of the legal provisions of this contract complies best with the will of the parties. This applies analogously for any contract gaps.
- c. The parties undertake to notify each other immediately of important events concerning the subject matter of the contract.