

TERMS AND CONDITIONS OF PURCHASE voestalpine Sadef nv, Bruggesteenweg 200, B-8830 GITS

1.0. Scope of content of agreement

1.1. No terms and conditions other than the terms and conditions set forth in this order, including any terms and conditions of the supplier or other terms and conditions in any document attached to or incorporated by reference, shall be binding unless agreed otherwise in writing. These terms and conditions are also applicable to repeat orders.

1.2. By accepting the terms and conditions of Sadef, the supplier waives his own terms and conditions, even for documents incorporated by reference or in case of repeat orders.

2.0. Validity of order

2.1. The agreement is established on the date on which the supplier returns the signed order confirmation of Sadef to Sadef or, in case the supplier has failed to do so, on the date on which the supplier starts the execution of the order, irrespective of whether preceding the order from Sadef, the supplier has submitted a tender and notwithstanding the right of Sadef to previously revoke the order.

2.2. The agreement only applies to Sadef, if the order is provided in writing by Sadef. Oral agreements by representatives or intermediaries of Sadef only apply after they have been confirmed in writing.

3.0. Price, payment and guarantee

3.1. Unless agreed otherwise in writing, the prices are fixed from the date on which the agreement was effected and the payment for goods and/or services delivered to Sadef always occurs afterwards and is due 60 days from invoice date. Invoices must have a number and the date of the Sadef order. In case of advance payment, Sadef has the right to demand a bank or group guarantee acceptable to Sadef. In addition to the order form number, the delivery form number must also be stated. If this is not the case, the invoice can be refused and returned.

3.2. In the case of bulk goods, the price calculation will be done on the basis of measurements made by Sadef on its calibrated weighbridges and calibration tables.

3.3. Payment by no means implies relinquishment of any right in accordance with the agreement and these conditions.

3.4. Orders of Sadef are always in euro, unless agreed otherwise in writing. The supplier is not authorized at any time to charge Sadef for any difference in exchange rate.

3.5. As VAT legislation states that invoices must be paid no later than on the fifth of the month following delivery, the due date of every invoice not paid on that date is officially postponed to 90 days after the day of receipt.

4.0. Documentation and specifications

4.1. Changes in the composition of the goods sold and/or the production process of the supplier, which may have an effect on the use of these goods for Sadef, can only be made with the prior approval in writing of Sadef.

4.2. When buying machines or technical installations, all required drawings, manuals, computer programs and other instructions must be delivered to Sadef and in so far as produced specifically for the order made by Sadef, ownership will be handed over to Sadef in accordance with the terms of article 7.

4.3. All the supplied documentation, specifications and packing material, irrespective of how the material is stored, which has been provided by Sadef to the supplier for the execution of an order, remain the property of Sadef. The supplier is obliged to return this documentation, specifications and packing material on the first request and in any case at the end of the order. The supplier will verify the correctness and consistency of the documentation, specifications and packing material before the start of the order. All abnormalities and inadequacies must be reported to Sadef.

4.4. The supplier must mark the documentation, specifications and packing material clearly as the property of Sadef and should make the right of ownership of Sadef clear to third parties. The supplier is not allowed to use the documentation, specifications and packing material for other purposes than for which it is intended. Nor will the supplier reproduce, make available or give the documents, partly or as a whole, to a third party.

5.0. Delivery period and delivery

5.1. Unless agreed otherwise in writing, deliveries will be made DDP (Delivery Duty Paid) to the Sadef warehouses with a correct waybill within the delivery period agreed between both parties. The delivery time starts on the date the agreement is established. Each delivery must be announced in advance to Sadef, mentioning specifications, the number and date of the order. In case of inland or barge transport, the waybill must contain the same data.

5.2. Exceeding the transit period mentioned in paragraph 1 may only occur with the written agreement of Sadef, without which the supplier is

defaulted. In that case Sadef is entitled to suspend its payment liability and to compensate for the damages and costs which have arisen when taking the purchase price due into account, notwithstanding the right to dissolve the agreement in accordance with the terms of article 17. As soon as the supplier knows or knows within reason that he cannot deliver in time, he must notify Sadef immediately in writing.

6.0. Additional delivery and additional work

6.1. Delivery of more or less than the agreed quantities as well as partial deliveries are only allowed when and so far as the order drawn up by Sadef explicitly mentions this or after written agreement. In this case the order conditions and these terms remain applicable in full.

7.0. Transfer of ownership and risk

7.1. The ownership of all the goods to be delivered to Sadef is transferred immediately after the completion of the fabrication of these goods or at least at the moment of delivery to Sadef, unless agreed otherwise in writing. The goods to be delivered are at the risk of the supplier until they are delivered at the location mentioned in article 5, paragraph 1.

7.2. If the delivered goods do not meet the quality criteria as specified in article 10 and if Sadef as a result rejects the goods, the risk will be returned to the supplier at the moment of which the notice of rejection by Sadef is sent to the supplier, notwithstanding the provisions mentioned elsewhere in these terms and conditions.

8.0. Certificates, attestations and guarantees

8.1. When the assignment requires certifications or attestations, or when a certificate or attestation at the delivery of the goods is usual, the certificates and attestations must be handed over simultaneously at the moment of delivery to Sadef, notwithstanding the terms of articles 12 and 17. If the supplier is the holder of an ISO certificate, the goods must be delivered in accordance with the applicable ISO standard.

8.2. The supplier guarantees to repair all deficiencies immediately and freely during the warranty. The supplier will be responsible for all assembly, dismantlement and transport costs.

9.0. Inspections

The supplier must allow all inspections, controls and tests of the goods to be delivered that are considered necessary by Sadef are carried out whether in production or finished, regardless of the location and that Sadef thereby visits the premises. Sadef may request a production and/or confirmation sample at any time. The supplier must make sure that third parties are allowed onto the premises in connection with the above-mentioned inspections, controls and tests.

10.0. Guarantee of quality

10.1. The supplier guarantees that the goods to be delivered and their packaging meet the agreed specifications, qualities and requirements. When nothing is agreed concerning the usual specifications, qualities and requirements that are established for these goods in trade, they must meet all the applicable Belgian or international legislative provisions. The supplier must also guarantee that the goods and their packaging meet all the regulatory requirements of the country of import or delivery. The supplier indemnifies Sadef against any responsibility concerning this.

10.2. The supplier must also guarantee that the goods match the production and/or confirmation sample that was approved in writing by Sadef before the start of production. The supplier must also guarantee that the goods are fully suitable for their purpose, so that they can be utilised, processed as such and that they always have a good and constant quality, free of construction, material, manufacturing faults and any faults or deficiencies of that nature, composition, content or method of preparation, also particularly in a microbiological respect.

11.0. Receiving control

11.1. Sadef is not obliged to conduct a receiving control.

11.2. The supplier must check or test the raw materials and semi-manufactured articles supplied by Sadef, unless agreed otherwise in writing and report all irregularities before processing to Sadef.

12.0. Rejections

12.1. If the goods are rejected by Sadef or by a regulatory authority during the production or after its completion, at or immediately after the delivery, or after the determination of a hidden efficiency at the delivery or if it is determined in any other that they did not meet the agreed or usual specifications and demands, the supplier will, after notification and according to Sadef's choice, adjust the production to the satisfaction of Sadef.

The supplier must refund the payments which had already been made, or they must deliver the goods after all which correspond to the agreed or usual specifications, qualities and demands, notwithstanding the obligation of the supplier to complete the delivery to Sadef not later than the last day of the transit period referred to in article 5.

12.2. Until the adjustment takes place or until the correct goods are delivered after all to Sadef according to the agreed conditions in the previous paragraph, Sadef has the right to suspend all its payment liabilities and to compensate the damages and the costs. The agreed conditions in paragraph 1 and paragraph 2 gives Sadef the unconditional right to demand full compensation for all monies, costs and damages, and also to terminate the agreement in accordance with the terms of article 17.

12.3. If only a part of the goods is rejected and if, in the opinion of Sadef, the other part is unusable, Sadef is entitled to return the complete delivery and to demand new delivery, notwithstanding the previous paragraphs of this article.

12.4. The rejected goods will be stored by Sadef at the expense and risk of the supplier. At the request of Sadef, the supplier is bound to collect the rejected goods from Sadef within a reasonable period of time.

Failure to do so gives Sadef the right to act as it sees fit. All costs associated with the storage, the processing and the handling of the rejected goods will be charged to the supplier and paid by means of settlement, as far as this is possible.

13.0. Industrial and intellectual property

When Sadef does not supply manufacturing specifications, drawings, models, packing material or other indications, the supplier must guarantee Sadef that the goods to be delivered do not infringe upon the rights of the industrial and intellectual property of third parties. In this case, the supplier must also guarantee that he will indemnify Sadef against such claims.

14.0. Assembly and installation

14.1. If assembly and/or installation has been agreed, the supplier will carry this out according to an assembly programme and time schedule approved in writing by Sadef. The supplier must report the progress of the assembly or the installation weekly in writing.

14.2. The supplier and his staff must act up to Sadef's corporate, safety, health and well-being regulations during the implementation of the assembly or installation at the premises of Sadef and all relevant legislative provisions, as well as the indications and directives that are provided from time to time by Sadef, namely concerning the supply and storage of materials and tools and access to premises.

15.0. Liability

15.1. Sadef accepts no liability for any damages or any injuries of any kind and in any way arising or inflicted to the supplier or to the goods belonging to the supplier, his staff or third parties employed for the implementation of the agreement and indemnifies Sadef against any claims by them, except in the case of intentional or gross negligence on the part of Sadef.

15.2. The supplier indemnifies Sadef against all claims by third parties concerning damages and injuries caused by or as a result of defects in the goods, which were delivered by the supplier, due to a delay in the delivery of the supplier and on account of all other harmful consequences for the implementation or negligence by the supplier.

16.0. Acts of God

16.1. Acts of God suspend the obligations of Sadef and the supplier arising from the agreement.

16.2. The supplier is only entitled to appeal to acts of God in circumstances where the implementation of his obligation arising from this agreement cannot be reasonably demanded fully or partially, temporarily or not, by the supplier, as a result of circumstances outside his control, such as fire, explosion and natural disasters. This excludes a third party that does not, does not in good time or does not properly meet the obligations that he needed to meet on behalf of the supplier. In case of Acts of God the supplier will inform Sadef immediately and keep Sadef informed of the development, notwithstanding the terms of article 17.

17.0. Termination

17.1. Sadef is entitled to dissolve the agreement fully, partially and with immediate effect without further proof of default and preceding legal intervention:

a. If the supplier does not meet one or more of his obligations towards Sadef or if he does not meet one or more of his obligations in time or not properly.

b. If the supplier is declared to be in a state of bankruptcy, deferral of payment or requested a judicial agreement, has been put into liquidation or otherwise appears to be insolvent.

c. If the fulfilment of the implementation of the agreement remains hindered or complicated as a result of Acts of God according to the judgement of Sadef, or if continuation of the agreement cannot be reasonably demanded or is undesirable, which situation occurs in any case if the Act of God has lasted more than 1 month.

17.2. In case of termination as referred to in the previous paragraph, Sadef is not bound to pay any form of compensation, unless it was caused deliberately by Sadef. The supplier is bound to indemnify Sadef against any demands by third parties that may arise as a result of the termination.

17.3. In case of termination as referred to in paragraph 1, the supplier is bound to return all the data which he has in his possession, as referred to in article 4 after receiving the notification of termination.

17.4. In case of termination as mentioned in paragraph 1, sub a, the supplier is bound to refund the costs that Sadef has already incurred, notwithstanding the right of Sadef to claim full reimbursement. In that case the supplier must immediately refund the amount that has been paid

which was not due, increased with the statutory interest since the day of payment.

18.0. Confidentiality

The supplier is obliged to keep confidential and proprietary information in confidence in accordance with the implementation of the agreement concerning Sadef. He must require his staff and/or third parties which he employs for the implementation of his agreements to do the same. The terms of article apply in particular to data and information concerning products that are developed in cooperation with the supplier or by Sadef's order.

19.0. Transfer of agreement

The supplier is not permitted to transfer its rights and obligations, entirely or partly, under this agreement to any third party without the prior written permission of Sadef.

20.0. Applicable law

All agreements and requests for tenders and offers are subject to Belgian law with the exception of agreements defining the Uniform Act on the International Sale of Goods and on the Formation of Contracts for the International Sale of Goods.

21.0. Settlement of dispute

Any dispute arising out of the realization, explanation or execution of the agreement or any other dispute concerning the agreement, either judicial or factual, must be submitted to the courts in Kortrijk, without exception, unless otherwise agreed in writing by Sadef.

22.0. Incoterms

The business terms used in these terms and conditions as well as in the agreement, must be interpreted and explained in accordance with the Incoterms, latest edition.

23.0. Code of conduct for voestalpine business partners

23.1. The business partner undertakes to comply with the legal regulations of the applicable legal system(s).

23.2. The business partner undertakes not to restrict free competition and not to infringe on national or international antitrust law rules.

23.3. The business partner undertakes that it shall not tolerate any form of active corruption (offering and granting benefits; bribery) or passive corruption (demanding and accepting benefits), nor shall it collude with such conduct in any manner whatsoever. The business partner undertakes that it shall not offer gifts or other personal benefits (e.g. invitations) to voestalpine employees or their close family members, where the total value of such benefits and the specific circumstances create the impression that a particular action is expected from the recipient of the benefit in return. The question of whether this is the case will depend on the specific circumstances of the individual case. Gifts of de minimis value and hospitality falling within the range of what is customary in business will, in any event, be permissible. The business partner furthermore undertakes that it shall offer customary market prices to employees procuring goods or services for their own personal use, and/or that it shall only grant rebates or other price reductions if they are granted to all voestalpine employees.

23.4. The business partner hereby undertakes that it shall respect and comply with human rights as fundamental values on the basis of the European Convention for Human Rights and the UN Charter. In particular, his applies to prohibitions on child labor and forced labor, equal treatment of all employees, and the right of employee representation and collective bargaining. The business partner furthermore undertakes that it shall assume responsibility for the health and safety of its employees.

23.5. The business partner will appropriately promote compliance with the substance of this Code of Conduct by its own business partners.