

BUYER'S ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS OF SALE ("TERMS") SHALL BE CONCLUSIVELY ESTABLISHED BY SUBMITTAL OF AN ORDER (as defined below).

NO OTHER TERMS OR CONDITIONS SHALL BE DEEMED TO BE A PART OF THIS CONTRACT IF SUPPLIED BY BUYER AS PRIOR TO, ON, OR AFTER THE EFFECTIVE DATE (as defined below).

BUYER ACKNOWLEDGES THAT THESE TERMS INCLUDE PROVISIONS FOR THE INDEMNIFICATION AND/OR EXONERATION OF "SELLER GROUP" (AS DEFINED BELOW) AGAINST THE CONSEQUENCES OF ANY SELLER GROUP MEMBER'S OWN NEGLIGENCE OR FAULT. BUYER AGREES THAT THESE TERM COMPLY WITH THE EXPRESS NEGLIGENCE RULE, ARE CONSPICUOUS, AND AFFORD FAIR NOTICE. The foregoing notice is intended solely to provide the conspicuous notice required under the Express Negligence Rule and shall not be construed in any manner to amend or assist in the interpretation of any other provision of this Contract.

1. Scope

1.1. These Terms shall apply to all sales from voestalpine Bohler Welding USA LLC ("Seller") to Buyer (as defined herein), unless otherwise expressly agreed in writing and signed by both Parties. The version of Terms valid at the time of the Order shall apply. All sales are conditioned on Buyer's acceptance of the Terms without modification.

1.2. Differing, conflicting or supplementary terms and shall not form part of the Contract, even if they are known, unless their applicability is expressly agreed in writing and signed by an Authorized Representatives of both Parties.

2. Definitions and Rules of Interpretation

2.1. In addition to any other defined terms may be used throughout these Terms, the capitalized terms, when used herein, shall have the meanings specified in this Section 2.

2.2. "Affiliate" means any entity

- (i) which is directly or indirectly under the control of the Party at issue,
- (ii) which controls, directly or indirectly, the Party at issue, or
- (iii) which is under common control with any of the Parties hereto.

For the purpose of this definition, "control" means holding at least 50% of the voting rights attached to shares,

membership interests, general or limited partnership interests, or other similar methods to determine control of a business entity, issued by the controlled entity, or any other stake that enables the holder to exercise control over the respective entity, either by exercising its voting rights or by appointing a majority of the members of the board of directors or other management board of the respective entity.

2.3. "Business Day" means a day when banks are generally open for business in Texas, USA

2.4. "Buyer Group" means Buyer and its successors and permitted assigns, Affiliates, customers, agents, distributors, resellers, vendors and their respective employees, officers, directors, and representatives.

2.5. "Contract" means the Order, the Order Confirmation, and these Terms (including Attachment I – "Warranty Periods"). In the event of conflict, the order of precedent shall be:

- (i) Terms
- (ii) Order Confirmation
- (iii) Order

2.6. "Delivery Point" means the point that the Goods are received by the Buyer in accordance with the Incoterms applicable to the Contract.

2.7. "Dollar" or "\$" means the lawful currency of the United States of America.

2.8. "Effective Date" means the date on which Seller issues an Order Confirmation.

2.9. "Goods" means all products of Seller which are to be supplied or are supplied to Buyer under an Order.

2.10. "INCOTERMS" or "Incoterms" shall mean the ICC Rules for the Use of Domestic and International Trade Terms, as published by the International Chamber of Commerce. Unless otherwise specified in the Order Confirmation, INCOTERMS or Incoterms shall mean "INCOTERMS 2020" version.

2.11. "Long Term Purchase Orders" means any Contract under which Goods are to be delivered four (4) or more months from the Effective Date.

2.12. "Offer" means any proposal submitted by Seller to Buyer for the sale of Seller's products including e-commerce site offerings.

2.13. "Order" means a request from Buyer to purchase Seller's products in response to an Offer.

2.14. "Order Confirmation" means a document provided by Seller confirming and expressly accepting Buyer's Order.

2.15. "Order Recognition" means a document provided by Seller to Buyer summarizing the Buyer's Order and including the order number assigned by Seller to the Order.

2.16. "Party" means either of Seller or Buyer and "Parties" means Seller and Buyer collectively.

2.17. "Seller" means voestalpine Bohler Welding USA LLC.

2.18. "Seller Group" means Seller and its Affiliates and any of their respective successors and assigns, and the past, present, or future directors, officers, investors, partners, employees, and other representatives of any of such entities.

2.19. "Services" means any technical, consulting, training, or similar services which are to be supplied or are supplied to Buyer under an Order.

2.20. Rules of Interpretation.

(i) The word "include" and any derivation therefrom shall be deemed to be followed by "without limitation" or other words of comparable intent, as context and grammar may require.

(ii) References to any laws (including regulations or similar issuances or enactments of any governmental authority) shall be deemed to include any and all amendments thereto as of the Effective Date.

(iii) The usage of any shipment terms or acronyms defined under INCOTERMS 2020 shall be construed to apply to shipments which may or may not cross any international borders, notwithstanding earlier interpretive comments published by the International Chamber of Commerce to the contrary.

(iv) A term defined in the singular and designated with initial capitalization shall also be construed as having the same definition when used in the plural and vice versa.

(v) Any reference to "writing" or "written" includes printing, typing, and any other means of reproducing words in a visible form, including communications through the usage of computer, software, and Internet technologies.

(vi) Reference to any contract, agreement or other arrangement should be interpreted as such are modified, amended or otherwise changed from time to time (as evidenced in writing) unless the contrary is stated herein.

(vii) All references to persons or entities shall include their permitted successors and assigns.

(viii) All references to day or days shall mean calendar day(s) unless otherwise stated.

3. Contract

3.1. Offers are non-binding and subject to alteration. Within reasonable limits, Seller reserves the right to make technical and other alterations to the Goods and Services offered. The documents and information incorporated in the Offer, such as drawings, illustrations and samples as well as weight, measurement, performance, and consumption information, are for informational purposes only and do not represent any special agreed characteristics. All documents and information pertaining to Seller products, including drawings, illustrations, samples and data, are and shall remain the intellectual property of Seller. The documents and data shall not be made available to third parties or used for Buyer's own purposes without express written consent of Seller.

3.2. The Order shall be deemed to be Buyer's binding acceptance of the Offer. In cases of Goods or Services being ordered electronically (by e-mail, e-commerce platform, or EDI System), Seller shall send an Order Recognition within three business days of receipt of the Order by Seller. The Order Recognition does not constitute an acceptance of an Order. Failure to send the Order Recognition within the allotted time shall not constitute an acceptance of the Order.

3.3. Seller's Order Confirmation constitutes the binding acceptance of an Order and Seller shall have no obligations with respect to the Order until it has issued the Order Confirmation.

3.4. Buyer agrees that variations between the Order and the Order Confirmation such as reasonable changes in the delivery dates, split delivery of the Goods, or pricing variations in accordance with Section 4 shall not constitute a counter-offer and Buyer shall be bound to the Order as modified by the Order Confirmation provided that, if the price variation (excluding delivery and insurance charges and taxes) exceeds the quoted price for the Goods and Services by more than thirty percent, Buyer may cancel the Order within two Business Days of receipt of the Order Confirmation by giving written notice to the Seller of such cancellation.

3.5. Upon issuance of the Seller's Order Confirmation, the Contract between the Parties shall be formed.

3.6. Seller shall be entitled to refuse to accept an Order for any reason.

3.7. Oral agreements are not binding. Written counter-offers by Buyer only become binding by means of Seller written order acceptance.

3.8. Under no circumstances shall silence by Seller be

considered as acceptance of the Order or of any Terms other than those herein. Changes or amendments to the Contract or order cancellations or suspensions are only binding with a written agreement signed by both Parties.

3.9. Seller reserves the right to make changes to the chemical composition of Seller products within the framework of legal standards and/or applicable product standards, as well as other product modifications that Buyer can reasonably accept.

4. Pricing

4.1. The offered prices are daily rates and apply until revoked. All prices are indications and shall be nonbinding. Regarding small quantities (<220 lb), Seller reserves the right to refer Buyer to a distributor or to apply a surcharge of up to \$350 for minimum order quantities.

4.2. Due to production related deviations, the Goods quantity may exceed the Order quantity by up to 10%. Such overages are permissible and the purchase price shall be adjusted according to the actual quantity delivered.

4.3. Unless otherwise stated, all offers and prices are submitted on an FCA origin (Seller's facility) basis, Incoterms 2020, excluding packaging, insurance and transportation.

4.4. Any applicable alloy surcharge at the time of delivery as well as surcharges relating to a change in price of input materials and raw materials shall be applied to the invoiced price and shall be payable by Buyer.

4.5. Pricing for packing, insurance, and transportation from Seller's facility to the Delivery Point (if Delivery Point is not Seller's facility) are not included in the product price and shall be billed separately. Buyer shall reimburse Seller for all such costs (including any increases in freight charges occurring between the date of the Order Confirmation and the actual shipment) incurred by the Seller.

4.6. Unless otherwise stated in the Order Confirmation, pricing for Services excludes travel and living expenses and Buyer shall reimburse Seller for all such costs for the personnel providing the Services.

4.7. All prices are exclusive of all taxes or assessments of any kind that may be imposed on Seller by any taxing jurisdiction, directly or indirectly, on the Goods, including but not limited to sales, use, license, income, franchise, business, occupation, property, excise, gross receipts, turnover, stamp, withholding tax or retention in lieu of withholding tax, service tax, surtax, or consumption taxes and customs, duties or fees, clearance charges, port charges, or inspection charges, if applicable. In all cases, all such taxes or duties (including any fines, penalties, surcharges, interest or additions-to-tax

attaching thereto) applicable to the Goods, other than taxes levied on the net income of Seller, shall be for the account of Buyer and are in addition to the prices. Buyer shall be billed for any such taxes or assessments incurred by Seller. In the event Buyer is required to withhold any such taxes or assessments, Buyer shall gross up the price so the amount received by the Seller the amount due under the Contract.

4.8. Unless otherwise agreed, the type of packaging shall be determined by Seller.

5. Payment and Payment Terms

5.1. Buyer shall pay all invoiced amounts via electronic transfer to Seller's account shown on the invoice within thirty (30) days from the date of the invoice. Seller reserves the right to cancel the terms of payment. Nevertheless, Seller is entitled, at its sole discretion, to make deliveries conditional upon advance payment or the presentation of collateral.

5.2. Buyer shall pay interest on all late payments at the lesser of the annual percentage rate of 10% or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments including, attorneys' fees and expenses. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods (in whole or in part) if Buyer fails to pay any amounts when due hereunder.

5.3. Seller shall not accept letters of credit or checks unless Seller has expressly agreed in writing to do so and letter of credit or check is payment for outstanding amounts.

5.4. Buyer may only offset amounts only when its claims have been legally established or when agreed to by Seller in writing. Under no circumstances shall Buyer be entitled to withhold any payments.

5.5. If Buyer does not comply fully or in part with his payment obligations, or a letter of credit or check is dishonored, or if Seller receives information that makes Buyer's creditworthiness questionable, or if an application for the initiation of insolvency proceedings is filed, or Buyer proposes terms of a voluntary arrangement to his creditors, or Buyer is the subject of a bankruptcy, receivership, liquidation, dissolution or similar proceeding, Seller shall be entitled to demand immediate payment of all unpaid, as well as not yet due or deferred invoices, and to demand advance payment, or the presentation of securities for all outstanding deliveries. In addition, Seller shall be entitled to demand that the resale and processing of delivered Goods be terminated

immediately. In the event of Buyer does not comply with Seller's request for advance payment or for securities or with Seller's demand letter for immediate payment within a reasonable period, Seller shall be entitled to withdraw from the Contract, to repossess the Goods, and to invoice Buyer for all costs and expenses, including lost profit, that have accumulated up to that time.

6. Storage Instructions for Goods

6.1. Buyer represents and warrants it is aware of the requirements to properly store Seller's products and shall maintain the Goods in accordance with the Seller's "Storage Conditions" and accepted industry standards, whichever is more stringent. The Storage Conditions may be found on Seller's website under "Storage Conditions". Notwithstanding the foregoing, Buyer shall be solely responsible for insuring it has a copy of the Storage Conditions for each item that comprises the Goods prior to Buyer's receipt of the applicable item. Failure of the Buyer to properly maintain and store the Goods shall invalidate the warranty and Seller shall have no liability with regard to the Goods.

7. Use of Goods

7.1. Buyer represents and warrants it is aware of the requirements for the proper use of Seller's Goods and shall not use them or allow others to use them in a manner inconsistent all governmental regulations, industry practice, technical guidance, or operating and user instructions, whichever is the most stringent. Buyer's improper use of the Goods or failure to prevent others from using them improperly shall invalidate the warranty and Seller shall have no liability with regard to the Goods.

7.2. To the extent Seller's Goods require replacement parts due to ordinary wear and tear or required maintenance, Buyer shall purchase and replace such parts with parts from Seller. Use of any parts other than Seller's replacement parts shall void the warranties under Section 14 and the Seller's liability obligations with regard to the Goods.

8. Obligation to Accept, Storage Period and Storage Costs

8.1. Buyer commits himself to accepting the Goods at the delivery point within 14 calendar days of the agreed delivery date, otherwise Buyer is in default of acceptance.

8.2. In the event that Buyer unjustifiably refuses the acceptance of the Goods, it must pay all transport and storages costs incurred by Seller as a result of such refusal, in addition to its other payment obligations hereunder.

8.3. Goods shall be deemed accepted three (3) months

after Seller's notice of readiness to dispatch, and the total purchase price becomes due at this point. Storage costs and any additional costs shall be charged to Buyer from the 14th day after the Goods were declared ready for dispatch, but were not delivered to or collected by Buyer. After the referenced three (3) month period, the Goods shall be deemed to be abandoned and title shall remain or revert to Seller. Seller may dispose of the Goods in any manner (including salvage or resale) and any amounts realized from such disposal shall be for the benefit of the Seller and Buyer shall get no credit against amounts due to Seller.

9. Long Term Purchase Orders

9.1. In the event that, in connection with Long Term Purchase Orders, there is a change in the cost of labor, material, or energy, either Party is entitled to demand negotiations for a reasonable price adjustment, taking into account the aforementioned factors.

9.2. In connection with Long Term Purchase Orders, Buyer must confirm to Seller, in writing, of the required quantity at least two (2) months prior to the delivery date, unless otherwise agreed. Additional expenses caused by Buyer relating to a delayed notice or a later change of the destination or quantity shall be borne by Buyer and be based on Seller calculations.

10. Delivery

10.1. Seller may, in its sole discretion, without liability or penalty make partial shipments of Goods to Buyer. The Parties agree that each partial delivery of Goods constitute a separate sale subject to these Terms and Buyer shall pay for the Goods shipped in accordance with the payment terms specified herein, whether such shipment is in whole or partial fulfillment of the Contract. Purchaser shall not be permitted to reject a partial shipment on the basis that it does not meet the exact quantity specified in the Order Confirmation.

10.2. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping and delivery dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom.

10.3. Unless otherwise agreed, the delivery periods shall be calculated from the date of the Order Confirmation. Delivery periods or dates may be extended, at Seller's sole

discretion, due delays in receipt of input goods required by Seller to provide the Goods.

10.4. Buyer shall be entitled to terminate the Contract due to delay of delivery if:

(i) The delay in delivery is solely attributable to gross negligence or wilful misconduct of the Seller; and

(ii) Buyer has granted Seller a reasonable grace period for the delivery and Seller has failed to deliver.

The written termination of the Contract must be delivered via registered mail. The termination shall be effective upon receipt by the Seller.

10.5. Upon termination of the Contract under Clause 10.4, Buyer shall be entitled to the refund of any amounts Buyer has paid to the Seller for Goods (including advances on transportation) not delivered. THE REMEDIES SET FORTH IN THIS CLAUSE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY DELAY IN DELIVERY OF THE GOODS.

10.6. Shortages or damages must be identified and signed for at the time of delivery to Buyer.

10.7. Unless otherwise agreed by the Parties in writing, all Goods will be shipped FCA origin (Seller's facility) (Incoterms 2020). If the Parties agree that Buyer will arrange for shipping of the Goods, then Seller will notify Buyer when the Goods are ready for shipment and Buyer must arrange for such Goods to be shipped within fourteen (14) days of such notice. If Buyer does not arrange for shipment within fourteen (14) days of receiving notice from Seller, Seller may, in its sole discretion, (i) ship the Goods to Buyer at Buyer's cost OR (ii) warehouse Buyer's Goods at Buyer's cost. Seller will select the carrier and ship "Prepaid and Add" but shall not be deemed thereby to assume any liability or risk of loss in connection with the shipment nor shall the carrier be construed to be the agent of Seller. Buyer must provide its own insurance. Title and risk of loss or damage to all Goods sold hereunder shall pass from Seller to Buyer upon delivery by Seller to the possession of the carrier, provided that Seller reserves a purchase money security interest in the Goods. Any claims for loss, damage or mis-delivery thereafter shall be filed by Buyer with the carrier.

10.8. All Goods shall be deemed finally inspected and accepted within ten (10) days after delivery unless notice is given in writing to Seller within such period. Acceptance shall constitute acknowledgement of full performance by Seller of all its obligations under the Contract and the Terms except as stated in Section 14.

11. Cancellation and Return

11.1. Buyer may cancel its Order only with the prior written consent of Seller, which Seller may withhold in its sole discretion. All cancelations will be subject to payment to Seller of reasonable and proper cancelation charges.

11.2. Buyer may return Goods with the prior written authorization of Seller. Return of the Goods shall be at Buyer's sole cost and returned Goods shall be subject to a restocking fee as agreed by the Parties. No returns of special, custom, or made-to-order Goods will be permitted. No returns will be permitted more than thirty (30) days after delivery.

12. Title and Risk of Loss

12.1. Subject to Seller's purchase money security interest in the Goods under Section 12, title and risk of loss or damage to all Goods sold hereunder shall pass from Seller to Buyer upon delivery of the Goods by Seller to the possession of the carrier at Seller's facility,

12.2. Buyer shall be responsible for having any shortages or damages identified and signed for at the time of receipt by Buyer.

13. Security Interest

13.1. Seller retains a security interest in and to the Goods until full payment of the purchase price has been made. Buyer must immediately notify Seller in writing of any seizure of the Goods (in whole or in part) by third parties, in particular of enforcement measures, damage to, or destruction of the Goods. Seller is entitled to withdraw from the Contract and to demand handover of the Goods in cases of breach of contract, in particular in the event of a delay in payment. Buyer is entitled to resell the goods in the course of its ordinary business. Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this section constitutes a purchase money security interest under the Texas Uniform Commercial Code.

14. Warranty

14.1. Warranty for Goods. Seller warrants to Buyer that the Goods will be free from material defects in material and workmanship for the applicable period shown in Attachment 1. The foregoing warranty periods shall commence on the date when the risk of loss transfers to Buyer. These periods apply equally to hidden defects.

14.2. Warranty for Services. Seller warrants that the Services it provides to Buyer pursuant to this Contract will conform to reasonable industry standards at the time such Services are provided. In the event Seller breaches this warranty and Buyer notifies Seller of such breach within one (1) month of the delivery of the applicable Services, Seller shall use reasonable efforts to correct the deficiencies in such Services to the extent it is practical.

14.3. EXCEPT FOR THE WARRANTY SET FORTH IN CLAUSES 14.1 and 14.2, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTY ON THE GOODS OR SERVICES WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

14.4. To the extent that any implied warranties may not be disclaimed under the applicable law, such warranties are expressly limited to the duration of the warranty period stated in Clause 14.1.

14.5. In cases in which Buyer is entitled to issue notices of defects, such notices must be given, in writing to Seller, within fourteen (14) days after the delivery of the Goods; otherwise, the assertion of a warranty claim is excluded. Hidden defects must be reported, in writing, immediately upon discovery and any use of the Goods must be terminated. The notice of defects must describe in detail the defect (including photos of the defect, if possible).

14.6. In cases of defective Goods, Seller shall provide cure the defect, at Seller's sole option, by either of repairing or replacing the defective Goods. All repairs or replacements shall be ExWorks at Seller's facility. If a repair or replacement is not possible or has failed, Buyer shall be entitled to demand a price reduction equivalent to the amount paid for the portion of the Goods which are defective. THE REMEDIES SET FORTH IN THIS CLAUSE SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE.

14.7. Minor deviations from quality, form, color, weight or design, or that are technically unavoidable, or are in line with commercial practice, are not deemed defects and may not be claimed against. The same applies to deliveries based on samples and specimens. Damaged packaging falls under minor defects and does not convey the right to refuse acceptance.

14.8. In the case of hidden defects, Buyer shall give Seller a reasonable period of time to review the claim and the Goods in question.

15. Liability and Indemnities

15.1. IN NO EVENT SHALL SELLER OR SELLER GROUP BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOSS OF REVENUE OR PROFIT, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15.2. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO SELLER FOR THE RELEVANT PRODUCT SOLD OR SERVICE PROVIDED HEREUNDER.

15.3. The limitation of liability set forth above shall not apply to (i) liability resulting from Seller's gross negligence or wilful misconduct nor to (ii) death or bodily injury resulting from Seller acts or omissions.

15.4. To the extent permissible by law, all rights to claim for compensation against Seller or Seller's Group shall cease twelve (12) months after the injured party becoming aware of the damage and of the injury.

15.5. Technical consultations and information about processing and possible uses of Seller's product which Seller may provide free of charge are deemed a service without commitment. Seller makes no representations regarding such services and assumes no liability with regard to them.

15.6. With regard to Seller's website, Seller shall only be responsible for Seller's own content. In the event that Seller provides links to other websites, such links are provided as a courtesy and Buyer is solely responsible for its use of the links. In no event shall Seller be liable for Buyer's use of such third party sites nor for the content therein.

16. Intellectual Property and Nondisclosure

16.1. All information, drawings (including working drawings), reports, designs, sketches, certificates, plans, specifications, estimates, memoranda, analyses, schedules, calculations, models, methodologies, programs, systems, data, templates, standards, materials, and other similar items (collectively "Information") which Seller provides to Buyer under this Contract (including during the pre-contract business discussions) is the intellectual property of the Seller. Seller does not convey nor shall Buyer obtain any right in the Information.

16.2. Buyer shall not disclose any Information and knowledge that Seller declares as confidential or which Buyer should reasonably believe Seller considers confidential to third parties except to the extent agreed to by Seller in writing. Buyer shall treat such Information and knowledge with the same care as it would treat its own similar items.

16.3. In no event shall Buyer disclose the existence of or the contents of this Contract including the Terms or the commercial conditions.

17. Data protection

17.1. To comply with the data protection obligations, Seller refers Buyer to the e General Data Protection Notice for Business Partners. The current version is available at <https://www.voestalpine.com/welding/Data-Privacy>.

18. Force majeure

18.1. A delay in or failure of performance by Seller hereto shall not constitute default, nor shall Seller be held liable for loss or damage, if any, to the extent such delay, failure, loss or damage is caused by an event of Force Majeure. Force Majeure, for the purposes of these Terms, shall mean occurrences beyond the control of Seller (whether directly impacting Seller or impacting any entity in the Seller's supply chain) including acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority or person purporting to act therefor; acts of declared or undeclared war; any weapon of war employing atomic fission or radioactive force, whether in the time of peace or war; public disorders, rebellion, riots, sabotage, revolution; earthquakes, hurricanes or other named storms, floods; strikes, lockouts, labor or employment difficulties; delays in transportation; inability of Seller to obtain necessary materials or permits due to existing or future laws, rules or regulations of governmental authorities, whether direct or indirect; delays in or unavailability of input material, breakdown of machinery, interruption of operations of any kind; or any causes, whether or not the same class or kind as those specifically above named, not within the control of Seller.

18.2. In the event a Force Majeure event causes delivery to become unreasonably difficult or dangerous, commercially untenable, or impossible, Seller shall be entitled to terminate the Contract as to the part that has yet to be fulfilled. Upon termination of the Contract under Clause 18.2, Buyer shall be entitled to the refund of any amounts Buyer has paid to the Seller for Goods (including advances on transportation) not delivered. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY TERMINATION DUE TO FORCE MAJEURE.

19. Export Controls and Restricted Use

19.1. Buyer and Seller each agree that the Goods made available by Seller under the Contract and any direct product using such Goods shall be subject to all applicable export control laws and regulations (including Export Control Laws and Regulations of United States Government and the European Union) (collectively "Export Laws").

19.2. The Goods are supplied with the provision that their delivery is not impeded by national or international regulations, especially export control regulations such as embargos or other sanctions.

19.3. Buyer shall not sell or provide the Goods to any third

party who it knows or has reason to believe will disregard the Export Laws or circumvent them or is not entitled to receive the Goods under the Export Laws. Upon request, Buyer must provide Seller, without delay, all required information, especially as regards the final recipient, final destination and end-use of the Goods.

19.4. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release the Goods to any jurisdiction or country to which, or any party to whom, the export, reexport, or release of the Goods is prohibited or otherwise restricted by applicable federal or foreign law, regulation, or rule. Buyer understands that the laws, regulations, and rules of the United States of American and the European Union shall apply to all Goods.

19.5. Buyer shall insure required undertakings are completed (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, or releasing any regulated Goods.

19.6. On request from Seller, Buyer shall issue an original end-use certificate to Seller in a form sufficient to enable Seller to prove the end-use and intended purpose of the Goods.

19.7. Buyer shall not use the Goods, neither directly nor indirectly, in any manner in relation to 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.

19.8. In the case of reselling/transfer of the Goods, Buyer shall require that its customer abide by the provisions of this Section 19 to the same extent as the Buyer.

19.9. Seller offers, order acceptances, and the contract, as well as the fulfilment thereof, are subject to Seller obtaining all required export or transfer licenses, or any other permits in connection with export regulations or releases from the relevant authorities, and to there not being other legal obstacles in connection with export regulations that Seller, as exporters or shipper, or any of Seller suppliers, must adhere to.

19.10. BUYER SHALL DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS EACH MEMBER OF THE SELLER GROUP FROM AND AGAINST ANY AND ALL CLAIMS ALLEGED OR BROUGHT BY ANY THIRD PARTY DUE TO BUYER'S BREACH OF SECTION 19 OR DUE TO A VIOLATION OF THE TERMS OF SECTION 19 BY ANY MEMBER OF THE BUYER GROUP OR ANY SUBSEQUENT POSSESSOR OF THE GOODS TO WHOM BUYER FURNISHED, DIRECTLY OR INDIRECTLY, SUCH GOODS. SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY THIRD PARTY WITH REGARD TO

20. Compliance

20.1. The principles and guidelines of the Seller for a sustainable ethical, moral, and legal behavior in business are found in the 'Code of Conduct of voestalpine AG' and the related 'Code of Conduct for voestalpine Business Partners' (the latest versions which are available at <http://www.voestalpine.com/group/en/group/compliance/>). Buyer is explicitly deemed to have accepted these documents and represents it supports of their underlying principles and guidelines. In the event of a clear and severe breach of the underlying principles and guidelines by Buyer or any member of the Buyer Group becomes evident and such breach makes a continuation of the business relationship untenable (as solely determined by Seller), Buyer shall be in default and Seller shall be entitled to terminate the Contract for cause with immediate effect. Seller shall have no liability with regard such termination and shall, in addition to any other rights or remedies Seller may have at law or in equity, be entitled to recover from Buyer any losses, costs, and expenses incurred by any Seller Group member as a result of the termination, including lost profits, any liquidated damages or cancellation charges, or other amounts owed by any Seller Group member as a result of Buyer's default.

21. Publicity.

21.1. Buyer shall not, without first obtaining the written consent of Seller, issue a press release or in any manner advertise, disclose, or publish the fact that Buyer has furnished or contracted to furnish the Goods except as may be required by law. Where such disclosure is required by law, Buyer shall obtain Seller 's approval of the wording to be contained in any disclosure documents.

21.2. Buyer shall not have any right to use any trade names, trademarks (including trademarks containing the names of any Seller Group member), logos, service marks, or other intellectual property rights of any Seller Group member. Notwithstanding the foregoing, Buyer may, with Seller's written permission, use the foregoing to the extent necessary to fulfill Buyer's purpose in procuring the Goods.

22. Assignment

22.1. The Contract may not be assigned by Buyer to any other Person without prior written consent of Seller.

23. Governing Law

23.1. THIS CONTRACT AND ITS INTERPRETATION, PERFORMANCE, AND ENFORCEMENT, INCLUDING ISSUES REGARDING ITS SCOPE AND VALIDITY, AND ANY MATTER ARISING UNDER OR RELATED HERETO, WHETHER DIRECTLY OR INDIRECTLY (INCLUDING THE DETERMINATION OF APPLICABLE STATUTES OF LIMITATION), SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF SUCH LAW (INCLUDING COMMON LAW, AS INTERPRETED OR PROMULGATED BY GOVERNMENTAL COURTS OPERATING IN SUCH STATE) WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

23.2. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any other conventions or treaties to which the United States of America is a party (other than with respect to the enforcement of arbitration awards) shall be deemed to be included in clause 23.1.

24. Dispute Resolution

24.1. If any dispute, controversy, or claim between the Parties arises under, in connection with or relating to this Contract, including the validity, interpretation, execution, or breach of this Contract or the rights of the Parties under this Contract (collectively, a "Dispute"), the Parties shall attempt to resolve such Dispute by informal means between each Party's designated Representative.

24.2. Neither the existence of any Dispute nor the commencement of any proceedings referred to herein shall relieve either Party from its obligation to continue to observe and perform each and every term, condition and provision of this Agreement on its part to be so observed or performed, including in the case of Seller its obligation to proceed with the Work and the remedying of defects therein and to do so in accordance with the terms of the Agreement even if the dispute concerns any of Seller's decisions, instructions, or orders, and including in case of Purchaser its obligations to perform the same and to make any undisputed payments due to Seller.

24.3. If the Parties cannot resolve such Disputes in accordance with Section 24.1, the Disputes shall be settled by mandatory and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("Rules") by one (1) arbitrator, and judgment on the award rendered by the arbitrator may be entered in

any court having jurisdiction thereof. The place of arbitration shall be Houston, Texas.

24.4. The arbitration proceedings shall be conducted in the English language and the arbitrator shall be fluent in the English language.

24.5. Any procedural issues not determined under the arbitral rules selected pursuant to this Contract shall be determined by the substantive and procedural laws of the State of Texas without regard to principles of such law (including common law, as interpreted or promulgated by governmental courts operating in such state) which would require the application of the law of another jurisdiction.

24.6. The costs of the arbitration proceedings (including attorneys' fees and such costs) shall be borne in the manner determined by the arbitrator(s).

24.7. The decision of the arbitrator, as the case may be, shall be reduced to writing; final and binding without the right of appeal; the sole and exclusive remedy regarding any Disputes presented to the arbitrator; made and promptly paid in Dollars free of any deduction or offset; and any costs or fees incident to enforcing the award, shall to the maximum extent permitted by law, be charged against the Party resisting such enforcement.

24.8. Notwithstanding Clause 24.1, Seller shall be entitled to initiate legal proceedings against Buyer in any court to the extent filing is required to protect its interests under Section 13 or to secure a restraining order or injunction against Buyer.

25. Survival

25.1. The Parties agree that the following Sections of the Contract shall remain in full force and effect following the termination of the Contract for any reason or cause: Clause 13.1 and Sections 14, 15, 16, 19, 20, 23, 24, 25, 26, 27, and 28.

26. Severability

26.1. If any provision of this Contract is found during any arbitral, administrative, or judicial proceeding to be illegal, void, or otherwise unenforceable, such provision shall be deemed not to be a part of this Contract and the remaining provisions of this Contract shall continue in full force and effect, but shall be interpreted to the fullest extent permissible by Laws to give effect to the original written intent of the Parties.

27. Authorship

27.1. Each Party stipulates it has fully reviewed this Contract, that it has been advised to have this Contract

reviewed by legal counsel, and that no provision of this Contract shall be construed in favor of either Party based upon authorship.

28. Captions

28.1. Captions and headings of the Sections and Clauses, and other portions of these Terms have been inserted for convenience of reference only and shall not in any manner affect the construction, meaning, or effect of anything herein contained nor govern the rights and liabilities of the Parties hereto.

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- ATTACHMENT ! – WARRANTY PERIOD

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For the applicable product, the warranty period referenced in Section 14.1 shall be:

Welding Consumables:	12 months
Brazing Consumables:	12 months
Welding Equipment:	12 months
Robotic and Automation:	12 months
Equipment Accessories:	12 months
Arc Welding Accessories:	12 months
Consumables Accessories:	12 months
Equipment Wears, Spares, Software:	6 months
Personal Protection Equipment:	
Welding Helmets:	24 months
Respiratory Systems:	24 months
Batteries:	6 months
Gloves:	9 months
Eyewear:	6 months
PPE Spares:	6 months
Finishing Chemicals:	6 months