

# ECOMMERCE PROVISIONS

## 1. Scope of the Agreement

1.1 Company information: voestalpine High Performance Metals International GmbH, DC Tower, Donau-City-Strasse 7, A-1220 Vienna, Austria (hereinafter “we”, “us”, “our”).

Our UID number ATU 36929605.

1.2 You may contact us by email at [verkauf@boehlerstahl.at](mailto:verkauf@boehlerstahl.at); for formal communications, use the address above.

These Terms apply to the online purchase of our products through our e-commerce platform <https://www.boehler.at/austria/de/> (“Platform”) for purchasers of our products (“you”, “Customer” or “Customers”).

1.3 Any order placed via the Platform is subject to our general terms and conditions of sale <https://www.boehler.at/austria/en/agb/> (“General Terms and Conditions of Sale”) and these Terms and Conditions for Online Purchases (“E-Commerce Terms”). In the event of any conflict between the E-Commerce Provisions and our General Terms and Conditions of Sale, the E-Commerce Provisions shall prevail.

1.4 If you wish to make any changes, variations or additions to these E-Commerce Terms, you must notify us. All changes, deviations or amendments must be agreed with us in writing and signed by an authorized signatory on our behalf.

1.5 We reserve the right to change the E-Commerce Terms and Conditions at any time. The currently valid version of the General Terms and Conditions of Sale as well as the E-Commerce Provisions shall be published with a version notice on the platform, and for each contract concluded in accordance with clause 3. the version available on the platform at the time of the conclusion of the contract shall apply. It is the Customer’s responsibility to review these Terms before placing an order. We also recommend that the Customer keeps a copy of the relevant versions that apply to all contracts it enters into through the use of the Platform.

## 2. Registration

2.1 We provide access to the Platform to selected and registered Customers. The Platform is provided on an “as is” basis and free of charge, unless we decide to restrict access or close the Platform. We reserve the right, even without notice, to discontinue, modify or extend any or all of the services and products offered through the Platform at any time, temporarily or even permanently.

2.2 If a Customer intends to place an order through the Platform, he/she must first apply for a registered account by filling out this form

<https://www.boehler.at/austria/de/system/registrierung/>. The Customer confirms the accuracy of the data provided.

2.3 Through the registration form, the Customer can apply for a registered account and choose a username and an access password. After acceptance of the registration by us, the customer will receive a registration confirmation to the e-mail address provided by him.

2.4 We reserve the right to reject or revoke a registration application or an existing registration without giving reasons. A revocation of an existing registration has no effect on already concluded contracts, but excludes the customer from further online purchases. Contracts already concluded are to be fulfilled by both parties.

2.5 The customer is responsible for keeping his access data secret and secure. Our platform checks whether a used access password matches a properly activated user name. We are not

obligated to perform any further verification. Therefore, any person who logs in to our platform using the customer's authorization data shall be deemed authorized by the customer to make legally effective declarations in connection with all activities on the platform and to conclude contracts on behalf of the customer.

2.6 The Customer shall notify us immediately in case of loss, potential or suspected misuse of its password or account. Upon receipt of such notification, we will deactivate the account during our normal business hours and provide the customer with new access data.

### 3. Placing of Orders and Conclusion of Contracts

3.1 The information on this Platform is not intended as advice or a recommendation to purchase our products. Except as expressly stated in our General Terms and Conditions of Sale, all content and products provided on the Platform are provided "as is" and we exclude to the maximum extent permitted by law any conditions, warranties or licenses, whether express or implied. All customers are solely responsible for the suitability of the products provided on the Platform for their intended application and use. We make no warranty, express or implied, that our offered products are fit for a particular purpose or meet your requirements. Customers are advised to conduct their own independent review of individual products before submitting an offer.

3.2 The presentation of our products and services on the platform is not an offer in the legal sense. An offer is made when a customer completes the ordering process on the Platform to purchase the products specified in the order, subject to the General Terms and Conditions of Sale ("Offer"). The Customer has the opportunity to review his order and correct any errors before submitting the Offer. The Customer is responsible for making sure that his order is complete and correct. The customer's offer becomes legally binding by clicking the "Order" button on the platform. Once the order has been submitted, the customer can no longer change it.

3.3 We send the customer an automatic acknowledgement of receipt by e-mail after receipt of an order to confirm the offer. This confirmation of receipt does not constitute an acceptance of the offer. Our acceptance of an order shall be as described in clause 3.4 below. The customer acknowledges that the data provided by him (name, address, company registration number or date of birth) may – if justified for factual reasons – be transmitted to our external service provider for the purpose of carrying out a creditworthiness/payment check.

3.4 We confirm the acceptance of a customer's order in writing, usually by sending a separate order confirmation by e-mail to the customer ("Acceptance"), which also contains the final price subject to clause 4.2. Acceptance shall generally take place within one working day of receipt of the order. The customer is bound to his order for one week. We may accept orders in part if the customer has expressly stated that he wishes to accept a partial order when submitting his offer. We are also entitled to reject orders in whole or in part without giving reasons, but especially in case of unavailability of the ordered goods. If a customer does not receive an order confirmation from us but accepts the delivered goods, this shall be deemed conclusive evidence of acceptance of the goods in accordance with the General Terms and Conditions of Sale and shall constitute a valid contract.

### 4. Prices and Terms of Payment

4.1 The prices for the ordered products are usually not displayed on the platform for non-registered customers. If prices are displayed on the Platform (whether customers are logged in or not) or in the automatic acknowledgement of receipt, the relevant prices are only indicative based on our experience with previous orders of the same products of, for example, similar

type, size, dimensions etc. The prices displayed on the Platform or in the automatic acknowledgement of receipt are not final and may be adjusted based on our review of the ordered Products and the costs incurred in manufacturing the ordered Products from available materials or their delivery.

4.2 With reference to the above regulations, customers agree that the final price of each product ordered may vary by up to +/- 20% from the price displayed on the platform or in the automatic acknowledgement of receipt. If our assessment of the order results in a price increase of more than 20% compared to the price displayed on the platform or in the automatic acknowledgement of receipt, we will contact the customer by email and ask for their express approval of the final price. In case of non-approval within three working days after our request, the Customer's order shall be deemed not accepted.

4.3 The final prices for the ordered products are specified in our order confirmation in accordance with clause 3.4.

4.4 The delivery and shipping costs stated in the order confirmation or on the platform are added to the final price. The actual delivery time depends on the selected delivery method and the delivery conditions.

4.5 Unless otherwise agreed, the final price plus the delivery and shipping costs shall be due in full and without deduction immediately upon acceptance in accordance with clause 3.4, i.e. upon conclusion of the contract, and shall be stated in the order confirmation.

4.6 The purchase price shall be paid by invoice (provided that the final price is covered within the Customer's order limit resulting from the credit/creditworthiness check pursuant to clause 3.3). The delivery times agreed in the General Terms and Conditions of Sale shall not commence until the total payment has been received.

## 5. Warranty and Liability

5.1 The warranty and liability with regard to the delivery of the ordered products and with regard to the general contractual relationship between us and the relevant customer shall be governed by the applicable General Terms and Conditions of Sale.

5.2 We are not obligated to provide any particular IT infrastructure and therefore shall not be liable for any modification, suspension or discontinuation of the Platform or loss of Content. We also cannot promise that the Platform will be available without interruption. You may experience temporary interruptions in connectivity. We reserve the right to perform maintenance at any time and without prior notice.

5.3 The Customer also acknowledges that the Internet may be subject to security breaches and that any personal data or other information provided may not be secure.

5.4 The Platform may contain links that provide access to third party websites or services ("Third Party Services") that are not owned or controlled by us. Such Third Party Services are subject to their own terms of use. We do not control the Third Party Services and are not responsible for their content. We therefore cannot be held liable for the technical availability of Third Party Services, their content, advertising, products and/or services.

## 6. Applicable Law and Jurisdiction

The contractual relationship between us and the customer as well as all contractual and non-contractual claims derived therefrom shall be governed exclusively by Austrian substantive law, excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980. Vienna is agreed as the place of performance

for all claims. We both agree to the jurisdiction of the courts in Vienna Innere Stadt. However, we are also entitled to bring an action at the customer's place of business.

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