

# Supplementary Terms of Procurement of Logistics Services

## Logistik Service GmbH

Revised 01/2023

### 0. Scope of application

These Supplementary Terms of Procurement of Logistics Services shall apply in addition to the GENERAL PURCHASING TERMS FOR SUPPLIES AND SERVICES, APRIL 2021, of voestalpine AG, accessible for download as amended at <http://www.voestalpine.com/stahl/en/Purchasing2/Commercial-documents>

### 1. General agreements

- 1.1. General agreements are contracts (orders) that can be terminated at any time without indication of reason by the customer. Existing general agreements shall automatically become invalid as soon as a new general agreement is negotiated or another general agreement becomes valid.
- 1.2. The customer is not obligated to reconsider companies who previously had a general agreement.

### 2. Best-price guarantee

- 2.1. The supplier guarantees the most favorable price (from the economic perspective of the customer) and shall match the lowest price offered by any other provider of comparable services.
- 2.2. In the event of non-compliance with this best-price guarantee, the customer reserves the unrestricted and irrevocable right to immediately terminate all existing general agreements. The supplier shall indemnify the customer of any disadvantages arising from such non-compliance.

### 3. Volumes/scope of services

- 3.1. To the extent that orders indicate any volumes or a scope of services, these values shall serve solely as a means of orientation for the supplier and do not imply any customer obligation.

### 4. Prices

- 4.1. If not otherwise stipulated in the order, prices shall be fixed net and shall exclude sales tax. Delivery shall be to the named destination, not unloaded.

### 5. Invoicing and credit memos

- 5.1. Unless agreed otherwise, invoices and credit memos shall not be issued until the agreed services have been performed in their entirety.
- 5.2. To the extent the invoice is not a credit memo, invoices shall be issued in duplicate form and shall indicate the order, contract and/or delivery note number.
- 5.3. Invoices that do not indicate the order (contract) number and/or delivery note number shall not be accepted. In such a case, the invoice shall be treated as not received.

- 5.4. Applicable invoicing guidelines shall apply mutatis mutandis for orders placed by Logistik Service GmbH, Linz, on behalf of and for the invoicing of other companies. Invoices shall be addressed to and sent to the companies indicated on the issued order.
- 5.5. The customer and/or companies represented by the customer reserve the right to issue IT-based credit memos as approved by the supplier.

## **6. Payment**

- 6.1. To the extent not otherwise agreed, payments shall not be made until the stipulated services have been performed in their entirety, unless otherwise contractually agreed. Net payment of individual invoices shall be made within 45 days of receipt and credit memos issued by the 15th of the following month, and only after all related provisions set forth in the order have been fulfilled.
- 6.2. Payment shall not be understood as recognition of orderly fulfillment of supply or services and shall not represent a waiver of the right of the customer to demand fulfillment.
- 6.3. The assignment of debt to banks (factoring, etc.) shall be rejected by the customer and/or companies represented by the customer.
- 6.4. The supplier shall approve the offsetting of claims and liabilities of any kind.

## **7. Deadline for the performance of services**

- 7.1. Additional costs incurred for special transports (such as air freight) and attributed to the supplier (delay of services, deliveries for the remedy of errors, etc.), including prescribed packaging, shall be borne by the supplier.

## **8. Loading/load securing devices**

- 8.1. The customer and/or a company commissioned by the customer shall carry out all loading procedures.
- 8.2. The provision of technically suitable vehicles as well as loading and unloading equipment compliant with all legal requirements, particularly with respect to total permissible weights, shall be the sole responsibility of the supplier.
- 8.3. The customer shall assume no liability whatsoever for supplier-secured loads.
- 8.4. The customer reserves the right to dismiss supplier employees from the premises who are not clothed and equipped according to legal regulations.

## **9. The following special conditions shall apply to the transport of steel products:**

- 9.1. The transport containers shall meet the requirements of the respective loads, shall be in proper condition and the surfaces shall be clean, completely dry and free of debris. The loading point shall not be vacated until the load has been entirely covered in order to ensure that loaded material does not become wet.
- 9.2. Securing devices such as wedges, belts, mats, angle irons etc. shall be supplied exclusively by the supplier. Securing devices can be procured from the loading firm should they not be sufficiently provided.
- 9.3. The supplier shall be solely responsible for securing the load and shall comply with conventional standards, e.g. VDI 2700 through 2702 and the provisions of ÖNORM V 5750, 5751 and 5752.

## **10. Liability**

- 10.1.** The general Austrian specifications for transport companies (AÖSp) and similar regulations in other countries, e.g. ADSp, shall not apply.
- 10.2.** In the event that the customer suffers any damage due to delays in delivery or incorrect (incomplete) services, the supplier shall also be held fully liable (liability without fault).
- 10.3.** Transport insurance policies shall be the responsibility of the customer or sub-customer. The customer shall be informed immediately of any damages or delays, even though the customer does not bear any risk of transport.
- 10.4.** Pursuant to the aforementioned liability provisions, the transport insurance agencies of the customer and its clients reserve the general right to recourse.

## **11. Contractual penalties**

- 11.1.** Should the supplier not meet the specified deadlines and/or requirements agreed upon in the order and order documentation, the supplier shall be held liable for contractual penalties calculated based on the total value of the agreement. Contractual penalties shall be deducted from concurrent invoice amounts and/or from receivables of the supplier.
- 11.2.** Delay in delivery of goods and services: 1% for each week or portion thereof for any delay in meeting deadlines or performing services for each order and each deadline.
- 11.3.** The supplier's obligation to pay a contractual penalty in the interest of the above shall become effective at the time of delay without the burden of proof of damage to the customer. To the extent not agreed otherwise in writing, the following general legal limitation periods shall apply:

## **12. Method statement**

- 12.1.** The customer shall inform the supplier in the event that a so-called method statement (agreement on the transport or lifting of hazardous goods etc.) has been agreed upon with the customer's client with respect to the specific material properties or special handling instructions.
- 12.2.** The method statement shall be a constituent of the contract between the two parties, and compliance shall be mandatory to the extent that all services provided by the supplier are affected.

## **13. Additional provisions for cranes and lifting devices**

- 13.1.** All orders relating to the lifting and movement of loads with cranes and lifting devices shall be subject to Allgemeine Transportbedingungen für das Lastfuhrwerksgewerbe (General Transport Conditions for the Haulage of Industrial Loads) as published in Wiener Zeitung on 15 July 1954, as amended. The conditions shall be integral constituents of the contract. The customer reserves the right to maintain a transport insurance policy for each haulage. This transport insurance shall cover damage to the loads transported by cranes and lifting devices and shall apply from the time the load is lifted until it is deposited. The transport insurance agent reserves the right to recourse in accordance with the liability provisions set forth in Allgemeine Transportbedingungen für das Lastfuhrwerksgewerbe.

- 13.2.** The selection of the devices required for the work shall be the exclusive responsibility of the supplier. Designation of a certain type of device by the customer shall be considered a recommendation and shall not be binding on the supplier. The supplier is obligated to procure all information required for the selection of the devices and under certain circumstances to inspect the location in which the devices will be used. The supplier is also obligated to have all used devices inspected by the official inspection agency (TÜV) and to keep all corresponding test certificates on the respective devices. Any liability insurance required for the use of the devices shall also to be provided by the supplier and shall be presented to the customer upon request.
- 13.3.** Downtimes shall be documented on the specification sheets with indication of the reason for the downtime (maintenance downtime, storm, crane outage etc.) and shall be signed by a representative of the customer, e.g. construction site manager. Legally applicable periods of inactivity (day shifts and/or day and night shifts) shall not be paid.
- 13.4.** The necessary bases (wood sleepers, iron plates etc.) for crane supports shall be provided free of charge by the supplier. The customer shall assume no liability whatsoever for damages to devices used by the supplier. Any claims asserted by the customer to the supplier for consequential damage shall also be excluded.

**14. Other**

- 14.1.** The prices and services of the supplier shall be subjected annually to corporate assessment. The supplier agrees that this review can be accessed, exchanged and assessed throughout the entire corporate group.
- 14.2.** Following prior announcement, the customer reserves the right to conduct inspections and audits in the offices, manufacturing facilities and storage areas of the supplier and its sub-suppliers at any time and to reject erroneous documentation and defective material. The end user of the customer shall also be entitled to this right, and the inspection may also be conducted by the respectively responsible certified accountant of the customer or end user. These inspections and audits shall not relieve the supplier of its responsibilities and obligations.
- 14.3.** At the request of the customer, any sub-suppliers shall be named by the supplier and approved by the customer.