

ACERINOX STANDARD TERMS AND CONDITIONS OF SALE

(Version: 02/2024)

A. Definitions. The expressions below will have the following definitions in these Terms and Conditions:

- "the Seller" means ACERINOX DEUTSCHLAND GMBH and/or its succeeding entity by whatever title;
- "the Customer" means the natural or legal person within the meaning of Section 14 BGB (German Civil Code) as well as legal persons under public law and special funds under public law with whom the Seller contracts for the sale and delivery of Goods;
- "the Goods" means the product that the Seller sells to the Customer in accordance with the Contract;
- "Deliveries" means all deliveries and services including ancillary services of the Seller;
- "the Contract" means the contract for the sale and/or supply of Goods, contract for work and materials or other contract for supplies including related services between the Seller and the Customer; and
- "Standard Terms and Conditions" means these Acerinox Deutschland GmbH Standard Terms and Conditions, which govern the Seller's sales, whether made directly or through its agents or commissionaires.

B. Sphere of application. The Seller's Deliveries to the Customer shall be made exclusively on the basis of these Standard Terms and Conditions, and they will form an integral part of the Contract. In the context of an ongoing business relationship, these Standard Terms and Conditions shall also apply to all future contracts between the Seller and the Customer, without the Seller having to refer to them again in each individual case.

Any terms and conditions of the Customer, including those specified or referenced in the Customer order and/or other Contract documents, that conflict with or deviate from these terms and conditions or statutory provisions shall not apply unless the Seller has expressly agreed to their validity in writing. This shall also apply if the Seller does not expressly object, carries out Deliveries without reservation or accepts payments from the Customer without reservation.

Insofar as these Standard Terms and Conditions refer to a written form requirement, text form within the meaning of Section 126b BGB shall be sufficient to fulfil this written form requirement.

C. Applicable terms and conditions. 1. Conclusion of Contract. The Seller's offers are subject to change and non-binding and serve only to initiate contract negotiations, unless expressly stated otherwise.

Orders placed by the Customer shall only be deemed accepted if expressly declared by the Seller (e.g. by the Seller's order confirmation). Silence on the part of the Seller in response to such an order does not constitute acceptance. The Seller's declarations relating to the conclusion of Contracts must be made in writing. The written form requirement shall not affect any verbal agreements concluded after the conclusion of the Contract.

A Contract between the Seller and the Customer is also concluded if the Seller carries out the desired Deliveries without reservation.

2. Price. Unless otherwise agreed, the Seller's prices shall apply "ex works" (EXW according to Incoterms 2020) excluding packaging, freight, carriage, redemption, insurance and other ancillary costs and plus the applicable value added tax, if applicable. Costs for transport and delivery, as well as, any fees or surcharges (alloy surcharges, etc.) that are added to the price shall be borne by the Customer, unless the applicable regulations establish otherwise or unless they are already expressly included in the agreed price. Prices stated in quotes, estimates, or other documents issued by the Seller prior to order acceptance, or order confirmation by the Seller, are not binding upon the Seller. The definitive price will be that agreed in the Contract with the Customer, and it will be in EUROS, unless otherwise agreed. Alloy surcharges or fees will be added to the agreed price, where applicable, as will any other additional fees or surcharges applicable to the price. The applicable alloy surcharges or fees of the month in which the Delivery Date of the Goods falls shall be decisive. The same will apply to any other fees or surcharges incurred.

When invoicing Deliveries from one EU member state to another, the VAT regulations of the relevant EC Directives shall apply in the respective valid form, unless this is contrary to national law. If VAT is to be charged by the Seller, the Customer shall owe the respective VAT in addition to the agreed (net) purchase price.

If the costs for the manufacture and delivery of the respective goods concerned (e.g. raw material prices, energy, labour, packaging, transport, customs or insurance costs) increase significantly between the time of conclusion of the contract and the agreed delivery date, the Seller shall be entitled at its reasonable discretion (Section 315 BGB) to increase the prices of the Goods appropriately, taking into account the change in costs and the legitimate

interests of the Customer. A significant increase in the costs for the manufacture and delivery of the Goods concerned is generally deemed to exist if these have increased by more than 5% since the time of conclusion of the Contract or after the last price adjustment up to the agreed delivery date.

3. Payment and guarantees. Unless otherwise agreed, the price shall be due for payment immediately after Delivery and invoicing. Payments to the Seller shall be made without discount. This also applies to partial deliveries. The date on which the payment amount is credited to the account specified by the Seller shall be decisive for the timeliness of the Customer's payment. When payment is made via documentary credit, such credit must be accepted in advance by the Seller and will be governed by the latest International Chamber of Commerce Uniform Customs and Practice for Documentary Credits. In the absence of an agreement, a payment obligation of the Customer shall only be deemed complete until full and effective payment of the corresponding amount has been received in the agreed bank account; partial payments will not be accepted. The payment method must comply with the applicable money laundering regulations.

In the event of late payment of a claim for payment, interest shall be charged in accordance with the respective bank rates for overdraft facilities, but at least in accordance with the statutory provisions. The statutory provisions on default of payment shall remain unaffected.

According to the Seller's commercial risks policy, all Contracts are required to be fully covered at all times by a trade credit insurance or other sufficient form of guarantee previously accepted by the Seller. Seller's Delivery is subject to the proviso that the trade credit insurance cover or other sufficient form of guarantee required is granted. If, after conclusion of a Contract, the Seller becomes aware of circumstances that indicate an inability to pay or other significant deterioration in the Customer's financial situation or in case the required trade credit insurance cover is not granted, and the Seller's payment claim is jeopardised as a result, the Seller shall be entitled to refuse the corresponding Deliveries under the Contract (Section 321 BGB), unless the Customer pays immediately for any outstanding Deliveries owed, or provides the Seller with a trade credit insurance cover or other sufficient form of guarantee in the amount of the Seller's jeopardised payment claim. If the Customer fails to make the payments owed or provide adequate security within a reasonable time period, the Seller shall be entitled to withdraw from the Contract to the exclusion of any claims for compensation by the Customer.

The Customer may only offset against (i) undisputed claims, (ii) legally established claims or (iii) claims from the same legal relationship. The same applies to the assertion of rights of retention or rights to refuse performance by the Customer.

4. Delivery. Unless otherwise agreed, the Seller's Deliveries shall be "ex works" (EXW according to Incoterms 2020) to the agreed place of delivery ("Place of Delivery"). The selected commercial term will be interpreted in accordance with the latest edition of the INCOTERMS published by the International Chamber of Commerce as of the date the Contract is entered into. The Seller shall determine the forwarding agent or carrier if the Seller is to dispatch the goods to the Customer in deviation from this C.4. paragraph 1.

The Seller may make partial deliveries, insofar as these are reasonable for the customer. Furthermore, unless otherwise stated, Goods marked as "stock" material or an equivalent term, are subject to availability. Dates and periods relating to the Delivery of the Goods ("Delivery Dates") are only binding if this has been expressly agreed with the Customer. Agreed Delivery Dates are also subject to the timely explanation and clarification of all technical details of the Deliveries as well as the existence of the necessary authorisations (e.g. export licence) and are subject to the timely delivery of the necessary primary materials to the Seller or, in the case of merchandise, to the timely delivery of the Seller's sub-suppliers. The Seller shall be entitled to adjust the Delivery Dates at its reasonable discretion if the aforementioned conditions are not met in good time. If the Customer culpably fails to fulfil contractual obligations, including obligations to cooperate or ancillary obligations, such as a letter of credit, providing domestic or foreign certificates, making an advance payment, providing documents or the like, in good time, the Seller shall be entitled to postpone its Delivery Dates appropriately – without prejudice to the Seller's other rights vis-à-vis the Customer – until the relevant contractual obligations have been fulfilled.

In the case of a Delivery within the meaning of C.4. paragraph 1., the agreed Delivery Dates shall be deemed to have been met if the Goods are made available by the Seller in good time at the Place of Delivery for collection by the Customer and the Seller has notified the Customer accordingly. This also applies if the Goods cannot be collected on time without fault of the Seller.

If the loading or transport of the Goods is delayed due to causes attributable to the Customer, the Seller shall be entitled to store the Goods at reasonable discretion and at the Customer's risk and expense, to take all measures deemed appropriate to preserve the Goods and to invoice the Goods as delivered. The same shall apply if Goods notified as ready for dispatch are not called off within four days. The statutory provisions on default of acceptance shall remain

unaffected.

If the Customer is in default of acceptance (*Annahmeverzug*) for reasons for which the Customer is responsible, the Seller shall be entitled to store the Goods at the Customer's expense and risk at his premises or at the premises of a third party and to demand compensation for other additional expenses required to preserve the Goods. If the collection or dispatch of the Goods is delayed by more than two weeks after notification of readiness for dispatch by the Seller due to the Customer's fault, the Seller shall be entitled to charge the Customer a storage fee of 0.5% of the net price of the Deliveries to be stored for each month of delay commenced (liquidated damages). This lump-sum compensation claim is limited to a maximum of 5% of the net price of the Deliveries to be stored. The Customer remains entitled to provide evidence of lower damages. The Seller shall also be entitled to claim damages in excess of the liquidated damages.

Unless otherwise agreed, a culpable default with Deliveries by the Seller requires a prior written reminder from the Customer. If the Seller exceeds a Delivery Date, the Customer shall give the Seller the opportunity and request him in writing to deliver the Goods within a reasonable period of time - taking into account the production cycles.

If the Seller is culpably in default with Deliveries (*Verzug*), the Customer's claims for damages and reimbursement of expenses due to the Seller's delay in delivery shall be limited to 0.5% of the net contract value of the Goods in default for each full week of the delay in delivery, up to a maximum total of 5% of the net Contract value. This limitation shall not apply in the event of intent or gross negligence or injury to life, limb or health. The Customer may only withdraw from the Contract due to delays in delivery in accordance with the statutory provisions if the Seller is responsible for this delay or if the Customer cannot reasonably be expected to adhere to the Contract due to the delay. Statutory rights of cancellation remain unaffected by this.

Where customary, the Seller shall deliver the Goods packaged Any packaging that goes beyond the transport purpose known to the Seller or any other special protection, e.g. for longer-term storage of the Goods, shall require an express agreement. The Customer shall return reusable packaging and containers in flawless condition to the respective address of the Seller's delivery plant without delay and at its own risk and expense. The Seller shall take back non-returnable packaging and containers (together with protective and transportation aids) and other packaging of the Seller's Goods at the Customer's request and expense at the Seller's delivery plant. The Seller shall not bear the Customer's costs for unauthorized return transport or disposal of the packaging. In the event of transport damage, the Customer must immediately arrange for a report to be made to the responsible bodies.

5. Transfer of risk. The risk of accidental loss and accidental deterioration of the Goods shall pass to the Customer as soon as the Seller has made the Goods available for collection at the agreed Place of Delivery and has notified the Customer in accordance with C.4. paragraph 3, but at the latest when the Goods are placed at the disposal of the Customer (for their delivery and/or transportation) at the Seller's facilities. If, however, the Seller ships the Goods in deviation from C.4. paragraph 1, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer when the Goods are handed over to the forwarding agent or carrier, but at the latest when the Goods leave the Seller's factory or warehouse.

6. Retention of title. Notwithstanding their delivery and the passing of risk to the Customer, the Goods will remain the property of the Seller ("**Reserved Goods**") until complete fulfilment of all claims, in particular also the respective balance claims to which the Seller is entitled within the scope of the business relationship with the Customer. This also applies to future and conditional claims. The Seller is authorised to assign the claims to which it is entitled against the Customer and to pass on the associated data, provided that the assignee undertakes to maintain the same confidentiality as the Seller. The Customer is obliged to cooperate in measures necessary to protect the Seller's retention of title; in particular, the Customer authorises the Seller upon conclusion of the Contract to make any necessary entry or priority notice of the Seller's retention of title in public registers at the Customer's expense and to fulfil all other formalities required under the applicable property law.

The Customer is authorised to process and transform ("**Processing**") as well as to combine and mix the Reserved Goods with other items. The Processing of the Reserved Goods is carried out for the Seller as manufacturer within the meaning of Section 950 BGB, without obligating the Seller. The processed Reserved Goods shall be deemed to be Reserved Goods within the meaning of C.6. paragraph 1. If the Customer combines and mixes the Reserved Goods with other goods not owned by the Seller, the Seller shall be entitled to co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the invoice value of the other goods used. If the Seller's ownership expires as a result of combining, mixing or processing, the Customer hereby assigns to the Seller the ownership or expectant rights (*Anwartschaftsrechte*) to the new item to which it is entitled to the extent of the invoice value of the Reserved Goods and shall store them for the Seller free of charge. The Seller's co-ownership rights shall be deemed to be Reserved Goods within the meaning of C.6. paragraph 1.

The Customer may resell the Reserved Goods in the ordinary course of business and as long as he is not in default (*Verzug*), provided that he retains title and assigns the claims from the resale to the Seller as security; the Seller accepts the assignment. The Customer is not authorised to dispose of the Reserved Goods in any other way. If the Reserved Goods are resold by the Customer together with other goods to which the Seller has no title, the claim arising from the resale shall be assigned to the Seller in the ratio of the invoice value of the Reserved Goods to the invoice value of the other goods. In the case of the resale of goods in which the Seller has co-ownership shares in accordance with C.6. paragraph 2, a part of the claim corresponding to his co-ownership share shall be assigned to the Seller. The Seller reserves the right to revoke the authorisation to resell if the Customer is in default of payment or another important reason justifies the revocation. Resale within the meaning of this Section C.6. shall also include the use of the Reserved Goods for the fulfilment of contracts for work and services.

The Customer is authorised to collect claims arising from the resale of the Reserved Goods. The Seller reserves the right to revoke the collection authorisation if the Customer is in default of payment or another important reason justifies the revocation. In the event of revocation of the collection authorisation, the Customer is obliged, at Seller's request, to inform his customers immediately of the assignment to the Seller - unless he does so himself - and to provide the Seller with the information and documents required for collection. The Customer is in no case authorised to assign the claims assigned to the Seller by way of security.

Until ownership is transferred to the Customer, the Customer is obliged to treat the Reserved Goods with good care. The Customer shall carry out any necessary maintenance and repair work on the reserved goods at his own expense. The Customer must notify the Seller immediately of any change of possession of the Reserved Goods and of any change of his own place of business. The Customer is not authorised to pledge the Reserved Goods or to assign them as security. The Customer must inform the Seller immediately of any seizure or other impairment by third parties.

The Customer is obliged to insure the Reserved Goods at his own expense against fire, water, theft and breakage and to provide the seller with evidence of the insurance upon request. At the same time, the Customer hereby assigns to the Seller all claims arising from this insurance. The Seller hereby accepts the assignment.

If the value of the existing securities (Reserved Goods and the items and/or claims taking their place) exceeds the secured claims by more than 10% in total, the Seller is obliged to release securities of the Seller's choice at the Customer's request.

7. Quantity and quality. Claims for defects. Any technical advice given by the Seller verbally or in writing, including corresponding testing and trials, before and/or during the use of the Goods, shall be given to the best of the Seller's knowledge and belief, but shall only be deemed to be non-binding information, also with regard to any third-party industrial property rights. The Seller's advice does not release the Customer from its obligation to assess and test the Goods supplied by the Seller to determine their suitability for the processes, purposes and uses for which they are intended. Application, use and processing of the Goods are beyond the Seller's control and are therefore the sole responsibility of the Customer.

The contractual Goods are limited to those from the Seller's own production or that of the Acerinox Group, unless small completion quantities from purchases have been agreed or are customary in the industry. Deviations in dimensions, weight and quality are permissible in accordance with the applicable technical standards (ISO, EN, DIN etc.) or within the scope of customary tolerances (for example usually +/- 10% with regard to the weight of the Goods). Provided that the scale used is calibrated and approved under the regulations of the country where the Goods were produced or shipped, the weight indicated by the Seller will be valid and final and shall be decisive for invoicing. Proof of weight shall be provided by submitting the weighing record or other suitable documentation. Unless individual weighing is usually carried out, the total weight of the consignment shall apply. Differences compared to the calculated individual weights shall be distributed proportionately among them. The Customer is at liberty to provide evidence of the incorrectness of the measurement results carried out by the Seller. The calibrated measured values can be viewed in Seller's data memory.

The Deliveries are in accordance with the Contract if they correspond to the contractually agreed specifications ("**Specifications**") at the time of the transfer of risk (in the case of defects of title at the time of the transfer of ownership); the Specifications of the Deliveries are conclusively agreed in the Contract with the Customer. If the Deliveries comply with the Specifications, they shall be in conformity with the Contract and free from material defects even if they do not comply with other objective requirements or any samples or specimens, in particular since the Contract is not a contract of sale by sample. Liability for a specific intended use or a specific suitability is only assumed insofar as this is expressly agreed in the Contract; otherwise, the risk of suitability and use is borne exclusively by the Customer. Furthermore, the Seller shall not be liable for the deliveries (i) being suitable for use if they have not been properly handled or stored or have been processed in unsuitable machines or under unsuitable

conditions or if they have been subjected to improper maintenance or treatment; (ii) being suitable for use in the chemical or nuclear industry; or (iii) having a specific origin or manufacture.

The agreed Specifications and an agreed intended use do not constitute a guarantee (*Garantie*); the assumption of a guarantee requires an express written agreement. Insofar as the Customer has issued the Seller with a special release for Goods with which the Customer accepts deviations from the originally agreed quality, the Goods shall be free from material defects if they comply with the special release.

The Customer shall inspect the Goods immediately after delivery in the ordinary course of business. Defects recognisable in this context must be reported immediately; hidden defects must be reported immediately after their respective discovery. Any notification of defects by the Customer shall be made in writing. After carrying out an exceptionally agreed acceptance (*Abnahme*), the notification of defects that can be detected during this acceptance is excluded.

In the event of complaints about the Deliveries, the Customer shall immediately give the Seller the opportunity to inspect the Deliveries complained about; upon request, the Delivery complained about or a sample thereof shall be made available to the Seller at its own expense. The Seller has the right to take reasonable time to investigate the claim and to request the evidence it deems necessary from the Customer, who will cooperate diligently. If it is proven as a result of the investigation that the reported defect or delay does not exist or is not the Seller's responsibility, the Seller reserves the right to reimbursement by the Customer for the costs incurred as a result of the claim.

In the case of Goods sold as non-prime (declassified material) the Customer shall not be entitled to any claims for defects - with the exception of claims for damages and reimbursement of expenses in accordance with Clause C.8. - unless otherwise agreed or unless the Seller has fraudulently concealed a defect. Before commissioning Goods that are declassified material, the Customer must check on his own responsibility whether they need to be repaired or refurbished.

In the event of a defect, the Seller may elect to provide subsequent fulfilment (*Nacherfüllung*) either by (i) rectification of the defect or (ii) replacement delivery. The costs of subsequent fulfilment to be borne by the Seller shall not include removal or installation costs if the defect had already become apparent prior to installation. . In the event of a replacement delivery, the Customer shall, at the Seller's discretion, return the defective Goods or dispose of them at the Seller's expense, unless disposal is unreasonable for the Customer. The Seller may refuse subsequent fulfilment if both variants of subsequent fulfilment are only possible at disproportionate cost. If the subsequent fulfilment fails, the Customer may either reduce the purchase price or withdraw from the Contract. The provisions in Clause C.8. remain unaffected by this.

The limitation period for claims due to defective Deliveries shall end one year after the start of the statutory limitation period. Notwithstanding the above, the statutory limitation periods shall apply in the cases of Section 438 para. 1 no. 1, Section 438 para. 1 no. 2, Section 634a para. 1 no. 2, Section 445b BGB and fraudulent intent, as well as in the case of liability - whether due to a defect in the Deliveries, a breach of the Seller's duty of subsequent performance or any other breach of duty by the Seller - due to intent or gross negligence or injury to life, limb or health, as well as claims under the Product Liability Act.

The suspension of expiry pursuant to Section 445b (2) BGB ends no later than five years after the Seller's delivery to the Customer.

Rectifications or replacement deliveries are always made as a gesture of goodwill (*Kulanz*) and without recognition of a legal obligation and do not restart the limitation period, unless there is an acknowledgement (*Anerkennung*) on the part of the Seller with regard to any defects.

The Customer's rights of recourse against us in accordance with Section 478 BGB are limited to the statutory scope of the claims for defects asserted against the Customer by end consumers and presuppose that the customer has fulfilled his obligation to give notice of defects in relation to the Seller in accordance with Section 377 HGB. The provisions in Clause C.8. remain unaffected by this.

8. Limitation of liabilities and claims. Unless otherwise stipulated in these Standard Terms and Conditions, the Seller shall only be liable to the Customer for damages and reimbursements of expenses - irrespective of the legal grounds - in the event of intent or gross negligence and in the event of culpable breach of material contractual obligations (*Kardinalspflichten*), i.e. such obligations, the fulfilment of which enables the proper execution of a contract in the first place and on whose compliance the Customer regularly relies and may rely on. In the event of a culpable breach of material contractual obligations, the Seller shall only be liable - except in cases of intent or gross negligence - for foreseeable damage typical of the Contract.

The above limitations of liability shall not apply (i) to claims for reimbursement of expenses pursuant to Section 439 BGB or Section 445a BGB, (ii) in the event of injury to life, limb or health or (iii) liability under the Product Liability Act. In addition, Section 444 BGB remains unaffected.

Insofar as the Seller's liability is excluded or limited in this Clause C.8., this shall

also apply to the corresponding personal liability of the Seller's vicarious agents, legal representatives or employees.

In the event of damage caused by delay, Clause C.3. shall take precedence over this Clause C.8.

9. Force majeure. In cases of force majeure or circumstances for which the seller is not responsible and which could not have been foreseen at the time of conclusion of the contract, even with reasonable care, in particular due to partial or general mobilisation, war, civil war, warlike or warlike acts or conditions, imminent threat of war, state intervention or control within the framework of the war economy, riots, and revolutions, cyberattacks, acts of terrorism, monetary and trade policy measures or other sovereign measures, arbitrary acts by public authorities or politicians, natural disasters, accidents, industrial disputes, significant operational disruptions (e.g. fire, machine or roller breakage, shortage of raw materials or energy) of more than a short duration, epidemics and pandemics, obstructions of transport routes or other unusual delays in transport of more than a short duration, as well as other unforeseeable, unavoidable or extraordinary events which are beyond the control or responsibility of the contractual parties and which prevent the fulfilment of the Contract - possibly only for a certain period of time - despite the fact that the Contract was concluded for a certain period of time, the contractual obligations of both contractual parties shall be suspended and the agreed Delivery Dates shall be postponed accordingly by the duration of the force majeure event or the aforementioned circumstances, irrespective of whether they occur at the Seller's, a supplier's or subcontractor's premises. In any case, an event of force majeure will be deemed to affect the Seller when it affects the company manufacturing the Goods or part thereof. As soon as possible, the Seller will notify the Customer in writing of the suspension of the Contract.

The contracting parties undertake to negotiate a corresponding adjustment of the Contract with regard to the other contractual conditions (in particular the contract price). If an adjustment to the Contract cannot be achieved, both contracting parties shall be entitled to withdraw from the contract or to terminate the Contract, but at the earliest after six consecutive weeks following receipt of the Seller's notification, provided that the force majeure event continues at this point in time.

10. Suspension of Contract. Without prejudice to the provisions of Clause C.9, the Seller reserves the right to adjust the Delivery Dates or to totally or partially suspend its Deliveries, at any time, in the following cases: (i) a serious market shortage of raw materials, spare parts, or means of transport of more than short duration; (ii) an Authority orders the stoppage of industrial activities as a result of problems in the demand for energy, gas, or other raw materials, or these Authorities impose conditions that make the manufacturer's production activity significantly more difficult or burdensome; (iii) circumstances that occur or affect the international markets and/or the activity of the manufacturer or Seller that lead to or entail the commercial impracticability of the contract and/or the contract loses the balance of its original reciprocal performance (*Äquivalenzinteresse*), as well as in cases of frustration of purpose.

In any of the aforementioned cases, the Seller will notify the Customer of the modification of the Delivery Dates or of the total or partial suspension of the performance of the Contract, which will be effective as of that moment. With this notification, both parties undertake to negotiate—in the best good faith—an amicable solution on the applicable prices or the planned Delivery Dates, and/or other applicable conditions, depending on the change in circumstances, readjusting the balance in the contractual arrangements. If this stoppage and/or negotiation lasts for more than sixty (60) days, both parties will be entitled to withdraw from the Contract, without prejudice to the Seller's right to collect the price of the Goods already shipped. Likewise, when applicable, the Seller must notify the Customer in writing of the resumption of Contract performance.

11. Assignment. The Customer may not assign, encumber, or otherwise transfer in any way the Contract or any rights or obligations arising from it to third parties, without the Seller's prior written approval. Section 354a HGB remains unaffected by this.

12. Export Control Reservation, Proof of Export. The fulfilment of a Contract with the Customer is subject to the proviso that there are no obstacles to fulfilment due to national or international regulations of foreign trade law and no embargoes and/or sanctions. Insofar as such obstacles exist, the Seller shall not be obliged to provide any services to the Customer. The Seller reserves the right to withdraw from the contract if such obstacles cannot be removed within a reasonable period of time.

When using the Goods delivered by the Seller or other services provided by the Seller and when passing them on to third parties in Germany and abroad, the Customer must comply with the applicable provisions of national and international (re-)export control law. In any case, he must observe the (re-)export control regulations of the Federal Republic of Germany, the European Union, Switzerland and the United States of America. If required for export control checks, the Customer shall, upon request, immediately provide the Seller with all information on the final recipient, final destination

and intended use of the Goods delivered by the Seller or other services provided by the Seller as well as any export control restrictions in this regard. The Customer shall indemnify the Seller in full against all claims asserted against the Seller by authorities or other third parties due to the Customer's failure to comply with the above export control obligations and undertakes to compensate the Seller for all damages and expenses incurred by the Seller in this connection, unless the Customer is not responsible for the breach of duty. This does not imply a reversal of the burden of proof.

If a Customer based outside the Federal Republic of Germany (external customer) or its authorised representative collects deliveries and transports or dispatches them to the external territory, the Customer must provide the Seller with the proof of export required for tax purposes. If this proof is not provided, the Customer must pay the VAT rate applicable to deliveries within the Federal Republic of Germany on the invoice amount.

13. Nullity. Additions, amendments or ancillary agreements to these Standard Terms and Conditions require a contractual agreement between the Seller and the Customer to be effective. In the event that individual provisions of these Standard Terms and Conditions are invalid, the validity of the remaining provisions of these Standard Terms and Conditions shall remain unaffected.

14. Regulatory compliance. Both parties and their representatives must comply at all times with the obligations included in the Contract, and with the applicable legislation, particularly that related to money laundering and anti-corruption. The parties will comply with and respect the principles of the Global Compact initiative. These principles concern mainly the protection of human rights, minimum working conditions, environmental responsibility, and the prevention of corruption. More information on the Global Compact initiative can be found at www.unglobalcompact.org.

In the event that the Seller detects any breach of these principles or of the regulations on money laundering and/or anti-corruption by the Customer, or suspects the existence of conduct contrary to Human Rights, it may suspend or cancel the Contract without the right to any indemnification or compensation whatsoever. The aforementioned will also apply in the event that the Customer, its directors, employees, representatives, or banks used, or the Goods are subject to any Sanction or Trade Restriction imposed by any public or state authority.

15. Data protection. The applicable data protection regulations establish the Seller's obligation to provide information to any customer on the type of personal data processing that is carried out on their personal data. To this end, such information is provided in Appendix 1 of these Terms and Conditions.

16. Information security. In the event that communications, offers, and/or sales between Seller and Customer are carried out or formalized through computer access provided by the Customer, the Customer declares that it has adopted all the necessary technical and security measures to ensure the functionality and security of said computer access (hereinafter referred to as the "**Supplier Portal**"). In particular, the Customer guarantees (i) the confidentiality, integrity, and availability of the information provided by the Seller through the said Supplier Portal, as well as (ii) the non-existence and/or non-transmission through the said Supplier Portal of malware, understood, by way of example and without limitation, as viruses, Trojans, worms, ransomware, as well as any other malicious and/or hidden software, that might inadvertently transmit information or cause damage to the Seller's information systems (hereinafter, "**Malware**").

Likewise, the Customer undertakes to keep its Supplier Portal permanently updated, installing as many future software updates as may be necessary in accordance with the best practices and/or diligence existent in the market, or that are recommended by the contractor, supplier, developer, and/or manager of said Portal, especially those containing security patches. If the Supplier Portal has been developed exclusively by the Customer, the Customer undertakes to devote the necessary resources to ensure the preventive, corrective, and evolutionary maintenance of the same, so as to maintain a level of security in accordance with the security threats that exist at any given time. Furthermore, the Customer declares that the Seller's access system to the Supplier Portal will be restricted through the use of unique and secure credentials, applying a policy that requires the use of strong and complex passwords, as well as the application of additional security measures, such as two-factor authentication or access through a qualified digital certificate.

In order to detect, identify, contain, and respond to any Security Incident in its systems, the Customer must have mechanisms in place for monitoring and managing Security Incidents and, where appropriate, must inform the Seller immediately of all those it becomes aware of and that may affect the Seller. Such notification must be in writing and contain a brief description of the Security Incident so as to enable the Seller to take the necessary measures to contain and mitigate any damage that may arise therefrom. For these purposes, a "**Security Incident**" is considered to be any event or occurrence that compromises or puts at risk: (i) the confidentiality, integrity, or availability of any information transmitted by the Seller through the Supplier

Portal; and/or (ii) the Seller's information systems, including both software and hardware.

The Seller will not be liable, under any circumstances, for the inability to access the Supplier Portal and/or for errors or malfunctions within the Supplier Portal, such as interruptions in communication with the server, delays in uploading and downloading files, or slow navigation on the platform. Should this affect the proper performance of the Contract, the Seller will be entitled to make the necessary adjustments to the Contract, such as updating the price or modifying the agreed delivery dates or deadlines.

For its part, the Customer will indemnify the Seller –and/or any Acerinox Group company involved– and will be liable to the Seller for all costs, expenses, sanctions, penalties, and other damages caused directly or indirectly as a result of (i) access, use, browsing, transmission, or downloading of data from or through the Supplier Portal; (ii) computer attacks that compromise or potentially threaten the security or integrity of the Seller's computer systems; (iii) the use or utilization of Malware by third parties independent of the Seller in relation to its data, computer systems, or their availability, and/or operation; and/or (iv) the Seller's use of trackers or password copying systems and/or identification methods.

17. Jurisdiction and governing law. The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, established in Vienna on April 11, 1980, or any other Convention that replaces it.

The place of fulfilment for all obligations arising from these terms and conditions or a contract, including subsequent fulfilment, is the location of the delivery plant or the warehouse from which the Seller delivers.

The exclusive place of jurisdiction for all legal disputes arising from or in connection with these Standard Terms and Conditions is the general place of business of the Seller. However, the Seller shall be entitled to sue the Customer at any other competent court, in particular at the Customer's general place of jurisdiction. The above provisions shall not apply if the law provides for an exclusive place of jurisdiction.

ACERINOX Deutschland GmbH | February 2024

APPENDIX 1

PROTECTION OF PERSONAL DATA

The Acerinox Group has a firm commitment to comply with regulations and, in this respect, with EU data protection legislation. According to this regulation, the processing of the personal data of our customers' contact persons and of the signatories of the contracts entered into therewith does not require the consent of the data subject, but we do have to inform them of how we process their personal data.

a) Personal data controller. The data controller of the contact information of the signatories, as well as those of the contact persons, will be the Acerinox Group company with which the contractual relationship is established. Details of all the Group's companies are available on the website www.acerinox.com.

ACERINOX DEUTSCHLAND GMBH has appointed a Data Protection Officer, to whom any questions concerning the processing of personal data regarding this Acerinox Group company may be directed, and whose contact details are as follows:

Calle Santiago de Compostela, 100, 28035 Madrid, Spain.

Email: dpo@acerinox.com - Tel.: +34 91 398 51 05

b) Purpose of the processing and storage of personal data. Personal data will be processed for the purpose of enabling the proper maintenance, development, and control of the contractual relationship, and for the defense of the rights and legitimate interests of the data controller. The data will be retained by the data controller for the duration of the contractual relationship and, once that relationship has expired, until the expiration of the applicable prescription periods.

c) Legal grounds for the processing of personal data. The legal grounds for the processing of personal data is the performance of the corresponding Contract and the legitimate interest of the controller. Therefore, if necessary for the normal performance of the Contract, legal representatives and contact persons must provide their contact information. If this information is not provided, the execution and/or performance of the corresponding Contract will not be possible.

d) Recipients of the personal data. Contact information may be transferred to Public Authorities and Bodies only when so required by the applicable regulations. It may also be shared with external auditors for the fulfillment of financial obligations, and to public authenticating officials in the event that the Contract is made public. Furthermore, Acerinox Group companies and third parties may access personal data exclusively for internal administrative and management purposes regarding the Contract. Some of these third parties may be located outside the European Economic Area, in which case appropriate security measures would be taken.

e) Rights of data subjects relating to the processing of their personal data. Data subjects have the right to access their personal data, request the rectification of inaccurate data or, where appropriate, to request deletion when the data are no longer necessary for the purposes for which they were collected. In certain circumstances, data subjects may request that the processing of their data be restricted, in which case the data will only be kept for the purpose of exercising or defending claims.

In certain circumstances and for reasons related to their particular situation, they may object to the processing of their data. In such cases, the data will no longer be processed, except when necessary to continue processing for legitimate reasons, or for the exercise or defense of possible claims. Thus, the data subject may exercise their rights of access, rectification, deletion, and limitation or opposition to the processing of their personal data, by sending a photocopy of their DNI (national identity card), or similar legally valid document accrediting their identity, and indicating which right they wish to exercise, to the address mentioned earlier in this clause. Data subjects are also informed of their right to file complaints with the respective data protection supervisory authority.