

**GENERAL CONDITIONS OF SALE OF ACEROL - COMÉRCIO E
INDÚSTRIA DE AÇOS INOXIDÁVEIS, UNIPESSOAL, LDA.**
(Revision 1/2024)

A.- Definitions - In these General Terms and Conditions of Sale, the following terms shall have the following meanings:

- "Seller" means "ACEROL - Comércio e Indústria de Aços Inoxidáveis, Unipessoal, Lda.", and/or the entity that succeeds it in any capacity;
- "Customer" means the natural or legal person with whom the Seller contracts the sale of the Goods;
- "Goods" means the product that Seller sells to Customer under the Contract;
- "Contract" means the contract for the sale and/or supply of the Goods between the Seller and the Customer, to which these General Terms and Conditions of Sale are incorporated as an integral part thereof; and furthermore
- "General Conditions" means these General Conditions of Sale which govern the Seller's sales, either directly or through its agents or commission agents. These General Conditions shall not apply to contracts whose main purpose is not the sale or supply of stainless steel, analogous or similar products, unless their application is expressly agreed.

B.- Scope - These General Conditions of Sale are the only ones under which the Seller sells its Goods and form an integral part of the Contract, to the exclusion of any other terms or conditions, including those indicated or quoted in the Customer's order and/or other Contract documents, to the extent that they are contrary to these Conditions. These General Conditions may only be modified with the consent of the Seller, by means of a document signed by the Seller and in the cases individually considered. In addition to these General Terms and Conditions, the Seller's internal technical specifications and commercial terms and conditions relating to, among other things, transport, minimum orders or packaging, which the Customer may request from the Seller at any time, shall apply. Such terms and specifications are deemed to be expressly incorporated into these General Terms and Conditions

Information on prices, quantities, technical specifications or delivery times by the Seller, its agents or commission agents shall be deemed to be a mere invitation to the Customer to place orders subject to the Seller's acceptance. Orders placed as a result of such information or its acceptance by the Customer shall not give rise to a contract, which shall only be deemed to have been concluded when Seller accepts the Customer's order by means of the corresponding order confirmation or sales confirmation, under the conditions set out in said confirmation. The formalisation of an order by the Customer implies prior knowledge and full and unreserved acceptance of these General Terms and Conditions of Sale.

If at any time the Seller does not make use of any of the clauses contained in these General Terms and Conditions, this shall not be construed as a waiver thereof. The Seller may amend these General Terms and Conditions of Sale whenever it deems it necessary by giving written notice.

C.- Applicable conditions.- 1.- Price.- The prices indicated exclude any tax or expense related to the sale of the Goods and their transport and delivery, as well as, where applicable, any extras or surcharges (alloy extras, etc.) that may be applied to the price. Such amounts shall be borne by the Customer, unless otherwise stated or unless they are expressly included in the price. Prices indicated in quotations, estimates or other documents issued by the Seller prior to acceptance of the order or its confirmation by the Seller are not binding on the Seller. The final price shall be that agreed in the Contract with the Customer, and shall be understood in EUROS, unless otherwise stated. Surcharges, taxes or alloy extras, if applicable, shall be added to the agreed price, as well as any other surcharges or extras applicable to the price. The alloy surcharge or extra to be applied shall be that for the month of the commitment date for delivery of the Goods which has been agreed with the Customer in the order confirmation. The same will apply to any other extras or surcharges applicable to the price.

The Seller may increase the price of the Goods between the date of conclusion of the Contract and the date of payment in the event of unexpected or unforeseen additional expenses at the time of its conclusion, including taxes, duties and/or customs, fiscal or other surcharges related to the Goods, their transport, export/import and/or delivery. In such cases, such amounts or a proportionate part thereof may be passed on to the Customer.

2 - Payment and guarantees - Payment of the price of the Goods shall be made within the agreed period and in the agreed manner or, failing this, at the Seller's address, and the Customer shall be responsible for all costs arising from the agreed payment system. In the event that there are several overdue

invoices pending payment with homogeneous terms, the amounts received shall be allocated in order of the age of the due date, covering, in addition to the outstanding principal amount, the applicable interest and the corresponding expenses. When payment is made by means of a documentary credit, it shall be governed by the latest Uniform Rules and Practices on Documentary Credits approved by the International Chamber of Commerce and shall be subject to prior acceptance by the Seller. In the absence of a different agreement, payment shall be made prior to delivery of the Goods and shall not be deemed to have been made until the corresponding amount has actually been credited in full and to the bank account designated for that purpose, and partial payments shall not be considered or accepted. The payment procedure shall comply with applicable legislation on the prevention of money laundering, terrorist financing and corruption.

Seller shall have the right to opt for the forced execution of the Contract, or for its cancellation, in both cases with the right to compensation for damages suffered, if Customer is in any of the following situations: (i) it fails to fulfil its payment obligation or any other obligation arising from the Contract, or from any other contract entered into with Acerinox Group; and/or (ii) it is in liquidation or in any other insolvency situation that prevents it from fulfilling the agreed terms and obligations.

If Seller has reasonable grounds to believe that Customer will not be able to fulfil its obligations under the Contract, or any other contract entered into with Acerinox Group, Seller may at any time suspend performance of the Contract unless Customer immediately pays in advance for outstanding deliveries and satisfies other arrears arising under other contracts with Acerinox Group, or provides Seller with a bank guarantee or other security for such amounts as is acceptable to Seller. Seller shall immediately notify Customer of the suspension, giving Customer a reasonable period of time to make payments or deliver the guarantee. If the Customer fails to do so within this period, the Seller shall have the same rights as set out in the previous paragraph.

In the above cases, if the Seller has already dispatched the Goods, it shall be entitled to prevent their delivery to the Customer, even if the Customer holds a document granting him the right to obtain them. Furthermore, if the Seller terminates the Contract in accordance with the provisions of this clause, the Customer shall automatically lose the ability to sell or process the unpaid Goods and shall be obliged to follow the Seller's instructions as to their destination.

Amounts owed by the Customer in payment for the Goods which are not paid on the due date shall accrue annual interest until paid at the maximum interest rate permitted by applicable legislation on late payment in commercial transactions. The Customer shall also indemnify the Seller for any damages and expenses incurred by the Seller. Furthermore, the Customer may not set off against or deduct from the amounts due to the Seller any sums it claims from the Seller, whether arising from the Contract or any other concept, and may only deduct credit notes issued by the Seller for this purpose.

Late payment in commercial transactions entitles the Seller to injunctive relief, regardless of the amount of the debt. In the event of late payment of debts arising from commercial transactions, the Seller is entitled to default interest, without the need for a reminder, from the day following the due date or the end of the payment period stipulated in the contract. When interest is due on late payment in commercial transactions, the Seller is entitled to receive from the Customer the minimum amount stipulated by law, without the need for a reminder, as compensation for the costs of collecting the debt, without prejudice to being able to prove that it has incurred reasonable costs in excess of that amount, in particular with recourse to the services of a lawyer, solicitor or enforcement agent, and to claim corresponding higher compensation. In the event of default or non-fulfilment by the Customer of its pecuniary obligations, the Customer shall be liable for the judicial and extrajudicial costs that the Seller demonstrably incurs in order to remedy the situation.

All sales are subject, as an essential condition, to the Seller's Commercial Risk Policy which, among other conditions, requires all deferred payment sales to be covered in full and at all times by credit insurance, or another form of sufficient guarantee, expressly accepted by the Seller.

3.- Delivery - Delivery of the Goods shall take place at the place indicated in the Contract, or subsequently agreed by the parties, with the means of transport and route established by the Seller. If no place of delivery has been indicated, delivery shall take place at the Seller's premises and the Goods shall be made available for delivery and/or transport to the Customer (EXW - EX WORKS). The commercial term chosen shall be interpreted in accordance with the latest edition of the INCOTERMS published by the

International Chamber of Commerce on the date of conclusion of the Contract.

Seller may make partial deliveries, issuing an invoice for each one. On the other hand, unless otherwise stated, Goods marked as in stock or similar are subject to availability. The dates and deadlines relating to the delivery of the Goods are approximate, shall not be binding on the Seller and shall not be considered as an essential term. Given the complexity of the manufacturing process of the Goods, if, despite the Seller's reasonable endeavours to meet a date or deadline set out in the Contract, these are not met, such breach shall not be considered a breach of contract by the Seller entitling the Customer to terminate the Contract or claim damages. In such cases, the Seller shall be entitled to a reasonable extension of the deadline or date, which shall be communicated to the Customer as soon as possible.

If the non-delivery of the Goods is due to causes attributable to the Customer, the latter shall make the agreed payments as if delivery had taken place, also assuming all the expenses that are generated. Notwithstanding any other rights that may be granted to it by the Contract, such as the right to dispose of the Goods not received or to terminate the Contract, the Seller may store the Goods at the Customer's risk and, at the Customer's request, insure them against damage or loss, in both cases provided that the Customer pays the foreseeable costs of storage and insurance in advance.

4.- Transfer of risk.- The transfer to the Customer of the risk of deterioration, depreciation, damage or loss of the Goods shall take place in accordance with the INCOTERM indicated in the Contract, failing which it shall take place: (i) with delivery to the first carrier if the Contract includes transport of the Goods; (ii) in other cases, provided that it is made available to the Customer (for delivery and/or transport) at the Seller's premises in accordance with the INCOTERM EXW - EX WORKS.

5.- Reservation of ownership.- Without prejudice to its delivery and transfer of risk to the Customer, the Goods shall remain the property of the Seller until full payment of their price, as well as any other amount owed by the Customer to the Seller for any other concept that is due, liquid and payable and has not been satisfied. Until the transfer of ownership to the Customer takes place, the Customer shall store the Goods properly and separately from the rest, and in the conditions necessary to protect and preserve them, at no cost to the Seller. The Customer may not alter or remove the identification marks from the Goods or their packaging, and must ensure that they are clearly identified as the Seller's property. If, notwithstanding the foregoing prohibition, the Goods are disposed of or processed and/or combined in any way with other products, the Seller retains its ownership or a preferential right in relation to the sale price or the resulting product, for an amount equal to the price of the Goods.

In the cases referred to in Clause 2 - i.e. if the Customer is in any of the following situations: (i) default of its payment obligation or any other obligation under the Contract; and/or (ii) in liquidation or any other insolvency situation; and/or (iii) the Seller has reasonable grounds to believe that the Customer will not be able to fulfil its obligations - the Seller may require the Customer to return the Goods immediately or, at the Seller's discretion, the Seller may at any time repossess and resell any Goods in the Customer's possession the title to which has been retained by the Seller under this clause. The Seller and its representatives may at any time judicially and/or extrajudicially request entry to the Customer's premises where Goods remaining in the Seller's possession are stored, for the purposes of inspection or recovery. Furthermore, at the Seller's request, the Customer must take the necessary measures to protect the Seller's rights in relation to the Goods, and must immediately inform the Seller of any legal action that third parties may initiate or take in relation to the Goods and/or, where applicable, the product resulting from the Goods and/or their respective selling prices.

The rights conferred on Seller in this section are in addition to and shall in no way exclude or limit any other rights or actions that may be available to Seller.

6.- Quantity and quality. Commercial Guarantee - The Seller shall deliver the Goods in the quantity and quality set out in the Contract, in accordance with the applicable international standards, and with the packaging provided for therein or, in the absence of express provision, with the packaging used by the Seller at any time for this type of Goods. The Customer shall be responsible for the management of packaging waste and any other waste related to the material and/or used in transport. Notwithstanding the above, the Goods shall be subject to Seller's internal rules of tolerance, nomenclature and classification. Furthermore, the Seller warrants that the Goods are marketable and free from liens, encumbrances and third party rights.

Provided that a scale honoured in accordance with the standards of the country where the Goods were produced or shipped has been used, the weight indicated by the Seller shall be valid and definitive. The Customer may request a receipt or proof of weight in writing. Unless otherwise agreed, the quantity supply tolerances for each type and total quantity shall be +/- 10% (ten per cent) of the quantity subject to the Contract. In addition, any technical advice provided by the Seller verbally, in writing or through testing, prior to and/or during the use of the Goods, is provided in good faith but without warranty. Seller's advice does not relieve Customer of its obligation to analyse and test the Goods supplied by Seller to determine their suitability for the processes and uses for which they are intended.

The Seller's Commercial Guarantee shall be governed by the provisions of this clause (the "Commercial Guarantee"), any other guarantee being excluded from the Contract. In particular, it is not guaranteed that the Goods: (i) will be suitable for the specific uses stated or not stated by the Customer; (ii) conforms to the samples provided by the Seller, since the Contract is not in the nature of a sale on sample; (iii) is free from defects arising from materials, specifications or information provided by the Customer; (iv) is fit for use if it has not been correctly handled or stored, processed in unsuitable machinery or conditions, or if it has been subjected to unsuitable maintenance or treatment; (v) is suitable if used in the chemical or nuclear industry; or (vi) has a specific origin or manufacture.

The Customer shall inspect the Goods immediately upon arrival at the agreed destination in order to determine whether they have been damaged in transit, whether they show any damage and/or whether they are of the quality, quantity and/or weight indicated in the Contract or in the delivery document. Any discrepancy or problem detected must be noted by the Customer on the delivery document or upon receipt of the Goods and must be reported immediately to the Seller with the corresponding reasons. Similarly, delays must be reported immediately to the Seller with a brief description of the reasons for them. Quality defects which cannot reasonably be known at the time of delivery must be reported in writing to the Seller immediately after their discovery or after the time at which they should reasonably have been known and, in any case, always within three (3) months of the delivery date. The communication shall be substantiated, with a description of the defect denounced.

Such reports of defects or delays shall in no case entitle the Customer to suspend or delay the fulfilment of its obligations under the Contract entered into. Furthermore, in all the cases referred to above, the damaged or defective Goods may not be processed, and the Customer, within its obligation to mitigate any damage it may suffer, shall proceed to store them properly, making them available to the Seller for analysis. Otherwise, the Customer shall lose the right to claim for such defects.

Upon receipt of the complaint, if accepted by the Seller, the latter may choose between: (i) repairing the defect; (ii) delivering a replacement product as soon as possible; (iii) reducing the price in proportion to the delay or defect of the Goods; and/or (iv) cancelling the sale of the defective Goods, each party returning its respective instalments. The Seller shall bear the costs of transporting the Goods or replacement product, but shall not bear any other costs, such as dismantling, removal, storage, installation or processing, as well as any other compensation or indemnity.

Without prejudice to the foregoing, the Seller shall have the right to investigate the claim and to demand from the Customer - who must co-operate diligently - the evidence it deems necessary - including graphic evidence and/or samples of the Goods. If, as a result of the investigation, it is established that the defect or delay complained of does not exist or that it is not the Seller's responsibility, the Seller shall be entitled to be reimbursed by the Customer for the costs resulting from the complaint and the investigation. The Commercial Guarantee is limited to what is stated in this clause. The Customer shall not be entitled to any other indemnity, compensation or action other than those set out in this Clause 6, which absorbs and is within the limits of Clause 7. Furthermore, this Commercial Guarantee shall not apply to Goods that are sold as not being of first quality, which shall not be guaranteed in any way.

7.- Limitation of Liability and Limitation of Actions. The Seller shall not be liable for any damages that the Customer, its customers, contractors or other third parties may suffer as a result of the Goods and/or the acts and/or omissions of the Seller, its employees, directors and/or representatives, in relation to the Contract: (i) which exceed the value of the sale price of the defective, late-delivered or default-affected Goods, excluding taxes, customs duties, insurance premiums and other costs other than those of the Goods themselves; (ii) where they are or may be deemed to be penalties, indirect, consequential or pure property damage of any nature whatsoever (including production downtime) and/or loss of profits.

Furthermore, without prejudice to the foregoing, the Seller shall not be liable for failure to fulfil any of its obligations under the Contract if such failure is due to an impediment beyond its control, which it could not reasonably have taken into account at the time of concluding the Contract, nor avoid or overcome its consequences. Nor shall the Seller be liable where: (i) there is a serious shortage of raw materials, spare parts or means of transport on the market; (ii) there is a significant increase in the prices of raw materials (including energy, gas and/or similar) on the market; (iii) circumstances or events occur or affect the international markets and/or the manufacturer's or Seller's activity which imply or cause the commercial impracticability of the Contract and/or the Contract loses the balance of the original reciprocal instalments of each party, as well as in cases of frustration of the contractual purpose ("frustration of purpose").

This clause does not limit the Seller's liability towards third parties who are considered consumers (not including the Customer or its related companies) in accordance with Community legislation on defective products (currently Directive 85/374/EEC) and the legal provisions transposing it into the law applicable to the Contract. This extension of liability shall apply only in those cases and under those conditions where said legislation does not imperatively permit the limitation of such liability by agreement of the parties. Otherwise, the limitations set out in this clause or in the Contract shall apply in full.

Without prejudice to the time limits provided for in these General Terms and Conditions, all actions that may arise from the Contract or the Goods -except those corresponding to the Seller (in particular for non-payment of the price)- shall be time-barred within the legally established period and, in any event, six (6) months after delivery of the Goods.

8.- Force Majeure - The Seller may suspend performance of the Contract, without this implying any breach of contract, due to events which could not have been foreseen, or which, if foreseen, are unavoidable and hinder or prevent such performance for the duration of such events. Amongst others, the following are considered to be cases of force majeure: (i) wars, whether declared or not, civil war, revolts and revolutions, cyber-attacks, acts of terrorism, piracy and sabotage; (ii) natural disasters such as hurricanes, cyclones, earthquakes, tsunamis, floods or destruction by lightning; (iii) explosions, fires, destruction of machinery, factories or any other type of installations; (iv) epidemics and pandemics; (v) boycotts, strikes and lockouts, production stoppages and occupation of factories and facilities; (vi) embargoes, trade restrictions or sanctions, acts of public authorities, whether legitimate or not, for which the Seller has not assumed the risk provided for in the Contract; (vii) shortages of labour, energy or raw materials; (viii) restrictions on communications or transport; and (ix) delays or defaults on the part of subcontractors. In any event, a case of force majeure shall be deemed to affect the Seller when it affects the company manufacturing the Goods or part thereof.

Whenever possible, the Seller shall notify the Customer in writing of the suspension of the Contract and, if the suspension of the Contract lasts for more than five (5) consecutive weeks, either party may terminate the Contract by written notice, without prejudice to the Seller's right to collect the price of the part of the Goods sent to the Customer prior to the suspension of the Contract and to be reimbursed for any other expenses or costs related to the Contract and due prior to its termination. The Customer may not claim any compensation or indemnity in any of the cases provided for in this clause.

9.- Suspension of the Contract. Without prejudice to the provisions of the previous clause, the Seller reserves the right to modify the delivery dates of the object of the Contract or to suspend - in whole or in part - its execution, at any time, in the following cases: (i) if there is a serious shortage of raw materials on the market, spare parts or means of transport; (ii) if there is a significant increase in the prices of raw materials (including energy, gas and/or the like) on the market; (iii) if an Authority orders the cessation of industrial activities as a result of problems in the supply of energy, gas or other raw materials, or if conditions are imposed by said Authority which significantly hinder or burden the development of the manufacturer's productive activity; (iv) if circumstances occur in the international markets and/or in the manufacturer's or Seller's activity which imply or cause the commercial impracticability of the Contract and/or the Contract loses the balance of the original reciprocal instalments of each party, as well as in cases of frustration of purpose.

In any of these cases, the Seller shall notify the Customer of the change in delivery dates or of the total or partial suspension of the performance of the Contract, which shall take effect from that moment. With this communication, both parties undertake to negotiate - in the best of good faith - an amicable solution on the applicable prices, the planned delivery dates or deadlines and/or the other applicable conditions, depending on the change in

circumstances, readjusting the balance of the contractual instalments. If this suspension and/or negotiation lasts for more than sixty (60) days, both parties shall have the right to terminate the Contract without any right to compensation or indemnity, without prejudice to the Seller's right to collect the price of the Goods already dispatched and/or any expenses incurred prior to their termination. Furthermore, if applicable, the resumption of performance of the Contract must be notified in writing by the Seller to the Customer.

10.- Assignment - The Customer may not assign, encumber or transfer the Contract or the rights or obligations arising therefrom in any way without the prior written consent of the Seller. The Seller may assign, encumber or transfer to third parties the rights or obligations arising from the Contract, including invoices or credit rights, at any time without the Customer's consent.

11.- Waiver of rights - The Seller's rights in relation to the Contract shall not be deemed waived by the granting of deferrals or other types of indulgences, or by the non-exercise of actions arising therefrom.

12.- Nullity - If any clause or condition of the Contract is null or void, in whole or in part, by virtue of the applicable law, it shall be omitted from the Contract without affecting the validity of the others, which shall remain in force.

13.- Regulatory compliance - The Client declares that it is not affected by economic sanctions, export controls, trade embargoes and/or similar restrictive measures that are applicable to the Contract and/or its subject matter. This declaration extends to its shareholders holding more than 25% of its capital and their beneficial owners, related companies or companies in a group relationship and their beneficial owners, directors, attorneys, officers and employees. The Customer warrants that the Goods will not be used, in whole or in part, before or after processing, for resale (including re-export to restricted countries/persons) or for use or transformation for prohibited purposes in breach of the legal standards in force at any time. The Customer also guarantees that all payments related to the Contract will be made through reputable banking or financial institutions that are not subject to, or affected by, embargoes, restrictions or penalties imposed by the public authorities of any state or territory.

Both the parties and their representatives must at all times fulfil the obligations set out in the Contract, as well as the legal provisions applicable to it, especially those relating to the prevention of money laundering and terrorist financing and the fight against corruption. The Parties accept and must respect the principles of the Global Compact initiative. These principles essentially concern the protection of human rights, minimum labour 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 violation by the Customer of the above principles or of anti-money laundering and/or anti-corruption regulations, or suspects the existence of conduct contrary to human rights, it may suspend or cancel the Contract without the right to any indemnity or compensation. The same applies in the event that the Client, its directors, employees, representatives or agents, as well as the financial institutions used, are imposed any sanctions or commercial restrictions by any public or state authority.

14.- Data protection - The applicable legal provisions on data protection establish the obligation for the Seller to provide information to any customer on the type of personal data processing that is carried out on their personal data. For these purposes, the information contained in Annex No. 1 of these General Terms and Conditions is provided.

15.- Information Security - In the event that the communications, offers and/or sales between the Seller and the Customer are developed or materialised through computer access made available or provided by the Customer, the Customer declares that it has adopted all the technical and security measures necessary to ensure the operation and security of the same (hereinafter referred to as the "Supplier Portal"). Specifically, the Customer guarantees: (i) the confidentiality, integrity and availability of the information provided by the Seller through the aforementioned Supplier Portal, as well as (ii) the absence and/or non-transmission through the 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 could potentially inadvertently provide information or cause damage to the Seller's information systems (hereinafter, "Malware").

Likewise, the Customer undertakes to keep its Supplier Portal permanently updated, installing all software updates that may be necessary in the future, in accordance with the best practices and/or diligence existing on the market or recommended by the contractor, supplier, developer and/or manager of said Portal, especially those containing security patches. In the event that the Supplier Portal has been developed exclusively by the Customer, the latter undertakes to dedicate the necessary resources to guarantee preventive, corrective and evolutionary maintenance of the same, so that a level of security is maintained in accordance with the security threats existing in each

moment. 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 via 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 to monitor and manage Security Incidents and, where appropriate, immediately inform the Seller of all those of which it is aware and which may affect it. Such communication must be made in writing and contain a brief description of the Security Incident so as to enable Seller to take measures to contain and mitigate any damage that may result therefrom. For these purposes, a "Security Incident" is considered to be any event or occurrence that jeopardises or endangers: (i) the confidentiality, integrity or availability of any information transmitted by the Seller via the Supplier Portal and/or (ii) the Seller's information systems - software and hardware.

The Seller shall not be liable under any circumstances for the impossibility of accessing the Supplier's Portal and/or for errors or malfunctions therein, such as interruptions in communication with the server, delays in uploading and downloading files or the slowing down of navigation on the platform. If this affects the proper performance of the Contract, the Seller shall be entitled to make the necessary adjustments to the Contract, such as updating the price or changing the agreed delivery dates or deadlines.

In turn, the Customer shall hold the Seller -and/or any of the Acerinox Group companies affected- and liable to the latter for all costs, expenses, sanctions, penalties and other damages caused directly or indirectly as a result of: (i) access, use, browsing, transmission or download of data from or through the Seller's Portal; (ii) computer attacks that compromise or potentially threaten the security or integrity of the Seller's computer systems; (iii) the use or utilisation of malware by third parties unrelated to the Seller in relation to its data, computer systems or their availability and/or operation; and/or (iv) the use of trackers or password copying systems and/or identification methods of the Seller.

16 - Jurisdiction and applicable law - The Contract shall be governed by and interpreted in accordance with current Portuguese law (namely the Civil Code, the Commercial Code, Decree-Law no. 446/85 of 25 October, which defines the legal regime of general contractual clauses, and Decree-Law no. 62/2013 of 10 May, which stipulates measures against late payment in commercial transactions), with the Customer expressly waiving any other jurisdiction and submitting to the courts of the Seller's registered office. The United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980, or any other convention replacing it, shall not apply.

Notwithstanding the above, Seller reserves the right to resort to the courts of the Customer's country of nationality or residence to claim any amount that the Customer may owe. In such a case, the applicable law shall be the law of the country in which the claim is made

ANNEX 1 PERSONAL DATA PROTECTION

At the Acerinox Group we are firmly committed to complying with the law and, in particular, with EU and national legislation on the protection of personal data. In accordance with these regulations, the processing of the personal data of our clients' contact persons, and of the signatories to the contracts signed with them, does not require the consent of the data subject, but we must provide them with information on how we process their personal data.

a) Responsible for processing personal data. The person responsible for processing the contact details of the signatories, as well as the contact persons, will be the respective Acerinox Group company with which the contractual relationship is established. Details of all Group companies are available on the www.acerinox.com website.

Acerinox, S.A., parent company of the Acerinox Group, has appointed a Group Data Protection Officer, to whom any question relating to the processing of personal data can be communicated and whose contact details are as follows:

Calle Santiago de Compostela, 100 (28035) Madrid, Spain. E-mail: dpo@acerinox.com - Tel: +34 91 398 51 05

b) Purpose of processing and storing personal data. Personal data will be processed in order to allow the correct maintenance, development and control of the contractual relationship, and for the defence of the rights and legitimate interests of the controller. The data will be kept by the data controller for the duration of the contractual relationship and, once it has expired, until the expiry of the applicable limitation periods.

c) Legitimacy for processing personal data. The legal basis for processing personal data is the performance of the relevant Contract and the legitimate interest of the controller. Therefore, legal representatives and contact persons must provide their contact details if this is necessary for the normal performance of the contract. If they do not provide them, it will not be possible to conclude and/or execute the corresponding Contract.

d) Recipients of personal data. Contact details may only be transferred to Public Administrations and Organisations when required by the applicable regulations. They may also be communicated to external auditors for the fulfilment of financial obligations and to notaries public in the event that the contract is made public. Likewise, Acerinox Group companies and third parties may access personal data exclusively for internal administrative purposes and contract management. It is possible that some of these third parties are located outside the European Economic Area, in which case appropriate security measures will be taken.

e) Data subjects' rights regarding the processing of their personal data. Data subjects have the right to access their personal data, as well as to request the rectification of inaccurate data or, where appropriate, request its deletion when the data is no longer necessary for the purposes for which it was collected. In certain circumstances, they may request that the processing of their data be limited, in which case it will only be kept for the exercise or defence of claims.

In certain circumstances and for reasons related to your particular situation, you may object to the processing of your data. In this case, the data will no longer be processed, except when it is necessary to continue processing for legitimate reasons or for the exercise or defence of possible claims. In this way, the holder of the personal data will be able to exercise their rights of access, rectification, erasure and limitation or opposition to its processing, by presenting a legally valid identification document and indicating which right they wish to exercise, at the place or by the means previously indicated in this clause. Data subjects are informed of their right to lodge complaints with the competent personal data protection supervisory authority.