

ACERINOX UK LIMITED STANDARD TERMS AND CONDITIONS OF SALE (Update 1/2024)

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

- “the Seller” means ACERINOX UK Limited and/or its succeeding entity by whatever title;
- “the Customer” means the individual or legal entity with whom the Seller contracts for the sale of Goods;
- “the Goods” means the product that the Seller sells to the Customer in accordance with the Contract;
- “the Contract” means the contract for the sale and/or supply of Goods between the Seller and the Customer, of which these Standard Terms and Conditions of Sale form an essential part; and
- “Standard Terms and Conditions” means these Standard Terms and Conditions, which govern the Seller’s sales, whether made directly or through its agents or commissionaires. Unless otherwise explicitly agreed, these Terms and Conditions shall not apply to contracts whose main purpose is not a sale or supply of stainless steel products or similar.

B. Sphere of application. Information on prices, quantities, technical specifications, and delivery times from the Seller or its agents or commissionaires shall be considered merely an invitation to the Customer to place orders, subject to acceptance by the Seller. Orders placed in response to the sending of such information, or the acceptance of said information, shall not give rise to a contract; a contract shall only be deemed to have been entered into when the Seller accepts the Customer’s order by means of the applicable order confirmation/sales acknowledgment, under the conditions set forth in said acknowledgment.

These Standard Terms and Conditions are the only terms and conditions under which the Seller is prepared to sell, and they shall govern the Contract, to the exclusion of any other terms or conditions, including those specified or referenced in the Customer order and/or other Contract documents. These Standard Terms and Conditions may only be modified with the Seller’s agreement, by means of a document signed by the Seller, and for individual cases. In addition to these Standard Terms and Conditions, the Seller may from time to time specify internal technical specifications and commercial terms regarding matters such as, inter alia, transport, minimum orders, and packaging, which the Customer may request from the Seller at any time. Details of these specifications and terms are expressly included in these Standard Terms and Conditions.

C. Applicable terms and conditions. 1. Price. Prices exclude any taxes or expenses relating to the sale of the Goods and their transport and delivery, as well as, where applicable, any fees or surcharges (alloy surcharges, etc.) that may be applied to the price. These amounts shall be borne by the Customer, unless the applicable regulations establish otherwise or unless they are already expressly included in the price. Prices stated in quotes, estimates, or other documents issued by the Seller prior to order acceptance, or order confirmation/sales acknowledgement by the Seller, are not binding upon the Seller. The definitive price shall be that agreed in the Contract with the Customer, and it shall be in pounds sterling (GBP), unless otherwise stated. Alloy surcharges or fees shall be added to the agreed price, where applicable, as well as any other additional fees or surcharges applicable to the price. Alloy surcharges or fees to be applied shall be that of the month in which the delivery of the Goods commitment date falls, as agreed with the Customer in the order confirmation/sales acknowledgment. The same shall apply to any other fees or surcharges applicable to the price.

The Seller may increase the price of the Goods between the date the Contract is entered into and the date of payment in the event of additional expenses that were unexpected or unforeseen at the time the Contract was entered into, including taxes, tariffs, and/or customs or tax surcharges relating to the Goods, their transport, export/import, and/or delivery. In such cases, the Customer may be charged these amounts or a proportional amount thereof.

2. Payment and guarantees. The price of the Goods must be paid within the agreed time period and in the agreed manner, or when no such agreement exists, shall be delivered and paid at the registered office of the Seller, with the Customer bearing all expenses arising from the agreed payment system. If there are numerous overdue invoices with the same conditions, payments received shall be applied to the invoices in order of due date, including any applicable interests and expenses on top of the invoice amount. When payment is made via letters of credit, such credit must be accepted in advance by the Seller and shall be governed by the latest International Chamber of Commerce Uniform Customs and Practice for Documentary Credits. In the absence of an agreement, payment shall be made prior to delivery of the Goods and shall not be deemed complete until full and effective payment of the applicable amount arrives in the agreed bank account; partial payments

shall not be accepted. The payment method must comply with the applicable money laundering regulations.

The Seller shall have the right to opt for the specific performance of the Contract, or its termination, in both cases with the right to compensation for damages suffered, in either of the following circumstances: (i) the Customer fails to comply with its payment obligations or any other obligation arising from the Contract or any other contract entered into with the Acerinox Group; and/or (ii) the Customer is in liquidation or any other kind of insolvency that prevents it from complying with the agreed terms and obligations.

If the Seller has reasonable grounds to believe that the Customer will not be able to meet its obligations arising from the Contract or those arising from any other contract entered into between both parties, the Seller may at any time suspend fulfillment of the Contract, unless the Customer pays in advance immediately for any outstanding deliveries and other overdue payments under other contracts with the Acerinox Group, or provides the Seller with a bank guarantee or other guarantee acceptable to the Seller for said amounts. The Seller shall immediately notify the Customer of any such suspension, giving the Customer reasonable time to make payments or provide a guarantee. If the Customer fails to make such arrangements within the time period stated, the Seller shall have the same rights as provided for in the preceding paragraph.

In the aforementioned cases, if the Seller has already dispatched the Goods, it shall be entitled to prevent their delivery to the Customer, even if the latter is the holder of a document that grants it the right to obtain said Goods. Additionally, if the Seller terminates the Contract pursuant to this clause, the Customer shall automatically lose the right to sell or process the unpaid Goods, and shall be obliged to follow the Seller’s instructions as to their use or fate.

The amounts owed by the Customer in payment for the Goods that are not paid on or before their due date, shall accrue annual interest until effective payment is made at the maximum authorized interest rate established by the applicable legislation on late payment in commercial transactions. The Customer shall also indemnify and keep indemnified the Seller in full and hold it harmless on demand from and against any damages or expenses suffered or incurred by the Seller as a result of the default. Furthermore, the Customer may not set-off or deduct from the amounts due to the Seller any amounts claimed from the latter, whether arising from the Contract or from any other source; the Customer may only deduct credit notes issued by the Seller to this effect.

All sales, as an essential prerequisite, shall be subject to the Seller’s Commercial Risks Policy, which, inter alia, requires all sales with deferred payment to be fully covered at all times by a credit insurance or other sufficient form of guarantee previously accepted by the Seller.

3. Delivery. Delivery of the Goods shall take place at the location specified in the Contract, or as subsequently agreed by the parties, using the transport and route established by the Seller. If no delivery location is indicated, delivery shall take place at the Seller’s premises, where Goods shall be made available for their delivery and/or transport to the Customer (EXW - EX WORKS). The selected commercial term shall 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 may make partial deliveries, issuing an invoice for each. 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 are approximate and shall not be binding on the Seller, nor shall they be considered of the essence. Given the complexity of the production process of the Goods, if, despite reasonable endeavours to comply with a date or time specified in the Contract, the Seller is unable to meet such a time frame, such failure shall not constitute a breach of contract by the Seller entitling the Customer to terminate the Contract and/or to claim any damages against the Seller. In such cases, the Seller shall be entitled to a reasonable extension of the date or time, which shall be communicated to the Customer as soon as possible.

If non-delivery is due to causes attributable to the Customer, the Customer must make the agreed payments as if delivery had taken place, and must also bear all the costs arising therefrom. Independently of any other rights the Seller may have under the Contract, such as the right to make use of Goods of which the Customer has not taken delivery or to terminate the Contract, the Seller may store the Goods at the Customer’s risk and expense, and may also, at the Customer’s request, insure the Goods against loss, provided in both cases that the Customer pays in advance the foreseeable costs of storage and insurance.

4. Transfer of risk. The transfer of risk to the Customer of damage, or loss of the Goods shall take place in accordance with the INCOTERM specified

in the Contract, or in its absence: (i) when the Goods are handed over to the first forwarding agent, if the Contract includes transportation of the Goods; (ii) in other cases, when the Goods are placed at the disposal of the Customer (for their delivery and/or transportation) at the Seller's facilities, pursuant to the INCOTERM EXW – EX WORKS.

5. Retention of title. Notwithstanding their delivery and the passing of risk to the Customer, the Goods shall remain the property of the Seller until their price is paid in full, as well as any other amounts owed to the Seller by the Customer for any other item that is due and payable and has not yet been paid. Until ownership is transferred to the Customer, the Customer must store the Goods in an adequate manner and separately from the rest, and in such conditions as are necessary to protect and preserve them, without charge to the Seller. The Customer shall not alter or remove any identifying marks on the Goods or their packaging, ensuring that they are clearly identified as the Seller's property. If, notwithstanding the foregoing prohibition, the Goods are transferred or processed and/or combined in any way with other products, the Seller shall retain its title or the right to the resulting product or sale price, in an amount equal to the price of the Goods.

In the cases contemplated in Clause 2 (i.e. as defined in Clause 2; (i) the Customer is in default of its payment obligations; (ii) the Customer is in liquidation or otherwise insolvent; or (iii) the Seller has reasonable grounds to believe that the Customer will be unable to meet its obligations), the Seller may require the Customer to immediately return the Goods or at the Seller's discretion it shall, at any time, repossess and resell any Goods held by the Customer in respect of which it has retained title under this clause. The Seller and its nominees may, at any time, enter any premises of the Customer where the Goods that remain in the Seller's ownership are stored in order to inspect them or to recover them. Furthermore, at the Seller's request, the Customer shall take the necessary measures to protect the Seller's rights with respect to the Goods, and shall inform the Seller immediately of any legal action that third parties may initiate or take with respect to the Goods and/or, as the case may be, the product resulting therefrom and/or the respective sales prices.

The rights conferred upon the Seller by this clause are in addition to, and shall not in any way prejudice, limit, or restrict, any of the Seller's other rights or remedies under the Contract or provided by applicable law.

6. Quantity and quality. Commercial Warranty. The Seller shall deliver the Goods in the quantity, quality and to meet the agreed written specifications established in the Contract, pursuant to the applicable customary standards, and with the packaging established therein or, in the absence of an express provision to such effect, with the packaging used by the Seller at any given time for that 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 foregoing, the Goods shall be subject to the Seller's internal tolerance, naming, and classification rules. In addition, the Seller warrants that the Goods are of satisfactory quality (within the meaning of the Sale of Goods Act 1979), permitted to be sold in the agreed territory and that the Seller has full clear title to the Goods which are free from any third-party encumbrances or rights.

Provided that the scale used is approved under the regulations of the country where the Goods were produced or shipped, the weight indicated by the Seller shall be valid and final. The Customer may submit a written request for a receipt or proof of weight. Unless otherwise agreed, delivery tolerances for each type and total quantity shall be +/- 10% of the quantity covered by the Contract. Furthermore, any technical advice given by the Seller verbally, in writing, or through testing, before and/or during the use of the Goods, is given in good faith but without warranty. 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 and uses for which they are intended.

The Seller's Commercial Warranty shall be governed by the provisions of this clause (the "Commercial Warranty"), and to the fullest extent permissible by law any other type of warranty, implied terms, conditions or representations howsoever arising are expressly excluded from the Contract. Particularly, the Seller does not warrant that the Goods: (i) are suitable for a particular purpose (instead, the relevant agreed specifications are guaranteed); (ii) conform to the samples supplied by the Seller, as the Contract is not a contract for sale by sample; (iii) are free from defects arising from materials, specifications, or information provided by the Customer; (iv) are suitable for use if they have not been properly handled or stored, or are processed in unsuitable machinery or conditions, or if they have undergone improper maintenance or treatment; (v) are suitable for use in the chemical or nuclear industry; or (vi) have a specific origin or manufacture. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

The Customer shall inspect the Goods immediately upon their arrival at the agreed destination in order to determine whether they have been damaged in transit, show any other damages, and/or whether they are of the quality, quantity, and/or weight stated in the Contract or delivery note. Any divergence or issue detected must be stated by the Customer on the delivery note or goods received note and communicated to the Seller immediately thereafter. Likewise, delays must be communicated immediately to the Seller with a brief description of the reason for the delay. Quality defects that could not reasonably have been detected on delivery must be immediately notified in writing to the Seller upon their discovery, or when they reasonably should have been discovered, and in any event, no later than three (3) months from the date of delivery. The notification must be well-founded, with a description of the reported defect.

Such notifications of defects or delays shall in no way entitle the Customer to suspend or delay meeting its obligations under the Contract. Additionally, in all the above cases, the damaged or defective Goods shall not be processed, and the Customer, within its obligation to mitigate any damage to the Goods, shall proceed to properly store the Goods, making them available to the Seller for assessment. Otherwise the Customer shall lose the right to submit a claim for such defects.

Upon receipt of the claim, if accepted by the Seller, the Seller may elect to (i) repair the defect; (ii) deliver a replacement product in the shortest possible time; (iii) reduce the price in proportion to the delay or defect in the Goods; and/or (iv) cancel the sale of the defective Goods, with each party returning its respective contractual performances. The Seller shall bear the cost of transporting the Goods or replacement product; however, it shall not bear any other costs such as disassembly, removal, storage, installation, or processing, or any other compensation or indemnification.

Notwithstanding the above, the Seller has the right to take reasonable time to investigate the claim and to request the evidence it deems necessary from the Customer (including graphic evidences and/or samples of the Goods), who shall 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 shall be entitled to reimbursement by the Customer for the costs incurred as a result of the claim. The Commercial Warranty is limited to the provisions of this clause. The Customer is not entitled to any remedy, compensation, or legal action other than those specified in this clause (Clause 6), which absorbs and is included within the limits of Clause 7. On the other hand, "non prime Goods" shall be governed by their own specifications on "as is" basis and, to the fullest extent permissible by law, the Commercial Warranty provided for in this clause shall not apply to their sale.

7. Limitation of liabilities and claims. Nothing in these Standard Terms and Conditions shall limit or exclude any party's liability; (i) for fraud or fraudulent misrepresentation; (ii) for gross negligence, or willful misconduct; (iii) for death or personal injury caused by its negligence or that of its employees, agent or subcontractors; (iv) for any other liability that may not otherwise be limited or excluded by law.

The Seller shall not under any circumstances whatsoever and whether in contract, tort (including negligence), breach of statutory duty, or otherwise be liable to the Customer, its customers, contractors, and/or other third parties for any indirect, consequential, special or punitive damages of any kind (including but not limited to pure economic loss, loss of anticipated profit or saving, loss of business, loss of production, depletion of goodwill or similar), arising out of or in connection with this Contract.

Subject to the foregoing the Seller's total aggregate liability to the Customer (including its customers, contractors and/or other third parties) arising under or in connection with the Contract and whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise howsoever, shall under no circumstances exceed the amount of the purchase price of the Goods that are defective, delayed, or impacted by non-performance, excluding taxes, customs duties, insurance premiums, and other costs other than those of the Goods themselves.

Furthermore, without prejudice to the foregoing, the Seller shall not be liable for the failure to perform any of its obligations under the Contract, if that failure is due to an impediment beyond its control that it could not have reasonably taken into account at the time of executing the Contract or the consequences of which it could not have avoided or overcome. Nor shall the Seller be liable when (i) there is a serious shortage of raw materials, spare parts, or means of transport in the market; (ii) there is a significant increase in the prices of raw materials (including energy, gas, and/or similar) in the market; (iii) circumstances 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, as well as in cases of frustration of purpose.

This clause shall not limit the Seller's liability towards third parties that are considered consumers (the Customer and its related companies not included) under the liability for defective products of the EU legislation (Council Directive 85/374/EEC as amended or such other equivalent legislation which may be adopted within England and Wales) and the incorporation of that legislation into the law governing this Contract. This extension of liability shall apply exclusively in the cases and under the conditions in which such regulations do not imperatively permit the limitation of such liability by agreement of the parties. Otherwise, the limitations set forth in this clause or in the Contract shall remain fully applicable.

Without prejudice to any other time limit established in these Standard Terms and Conditions, all claims arising out of the Contract or the Goods, except those made by the Seller for non-payment of the price, shall expire in the legally established term, or, in any case, one (1) year after delivery of the Goods.

8. Force majeure. The Seller may suspend the performance of the Contract, without constituting a breach of contract, due to events that could not be foreseen, or which, if foreseen, were unavoidable and that hinder or prevent such performance, for the duration of such events. The following events, *inter alia*, are considered force majeure: (i) war, whether declared or not, civil war, riots, and revolutions, cyberattacks, acts of terrorism, piracy, or sabotage; (ii) natural disasters such as hurricanes, cyclones, earthquakes, tsunamis, floods, or destruction by lightning; (iii) explosions, fires, destruction of machines, factories, or of any other kind of facilities; (iv) epidemics and pandemics; (v) boycotts, strikes, and lockouts, production stoppages, occupation of factories or facilities; (vi) embargoes, trade restrictions or sanctions, acts of public authorities, whether lawful or not, for which the Seller has not assumed the risk by virtue of other Contract provisions; (vii) shortage of labor, energy, or raw materials; (viii) restrictions on communications or transportation; and (ix) delays or breaches by subcontractors. In any case, an event of force majeure shall be deemed to affect the Seller when it affects the company manufacturing the Goods or part thereof.

When possible, the Seller shall notify the Customer in writing of the suspension of the Contract, and if the suspension lasts for more than five (5) consecutive weeks, either party may terminate the Contract upon written notice, without prejudice to the Seller's right to charge the amount for the part of the Goods dispatched to the Customer prior to Contract suspension, and to be reimbursed for any other expenses incurred in relation to the Contract prior to termination. The Customer may not claim any compensation or indemnification in any of the cases provided for in this clause.

9. Suspension of Contract. Without prejudice to the provisions of the previous clause, the Seller reserves the right to modify the delivery dates included in the contract, or to totally or partially suspend its performance, at any time, in the following cases: (i) a serious market shortage of raw materials, spare parts, or means of transport; (ii) a significant increase in the market prices of raw materials (including energy, gas, and/or similar); (iii) 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; (iv) 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, as well as in cases of frustration of purpose.

In any of the aforementioned cases, the Seller shall notify the Customer of the modification of the delivery dates or of the total or partial suspension of the performance of the Contract, which shall be effective as of that moment. With this communication, both parties undertake to negotiate—in the best good faith—an amicable solution on the applicable prices or the planned delivery periods or 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 shall be entitled to withdraw from the Contract without any right to compensation or indemnification, without prejudice to the Seller's right to collect the price of the Goods already shipped and/or any expenses incurred prior to the termination of the Contract. Likewise, when applicable, the Seller must notify the Customer in writing of the resumption of Contract performance.

10. Assignment. The Customer may not assign, encumber, or otherwise transfer in any way the Contract or any rights or obligations arising from it, without the Seller's prior written approval. The Seller may assign, encumber, or transfer the rights or obligations under the Contract, including invoices or credit rights, to a third party at any time, without requiring the Customer's consent.

11. Waiver of rights. The Seller's rights and remedies in relation to the Contract shall not be waived by any delays or other forbearances, or by the failure to exercise any actions arising therefrom.

12. Nullity. If any of the clauses or terms and conditions in the Contract, in whole or in part, is held to be void, voidable or unenforceable for any reason under the applicable law, it shall be omitted from this document without affecting the validity and enforceability of the remaining clauses or terms and conditions, which shall remain in full force and effect and the Contract shall be amended in order to effect, to the maximum extent allowable by law, the original intent of such provision.

13. Regulatory compliance. The Customer declares that it is not affected by economic sanctions, export controls, trade embargoes, and/or similar restrictive measures that could apply to the Contract and/or its purpose. This declaration extends to the Customer's shareholders with an ownership interest of more than 25% and its beneficial owners, its related companies and their beneficial owners, executives, attorneys, directors, and employees. The Customer warrants that the Goods will not be used, in whole or in part, before or after being processed for resale (including re-exporting to restricted countries or individuals), nor will they be used or transformed for prohibited purposes in breach of the aforementioned regulations in force at any given time. The Customer also warrants that all payments made under and in connection with the Contract will be made through reputable banks and 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 parties and their representatives shall comply at all times with the obligations included in the Contract, and with the applicable legislation, particularly that related to money laundering. The parties shall 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. Both parties comply with all applicable laws, statutes, regulations and codes relating to slavery, human trafficking and other forms of corruption including the Modern Slavery Act 2015

Neither party nor any of its officers, employees or representatives ("Associated Parties") shall, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage with respect to any matters which are the subject of the Contract which: (i) would violate anti-corruption or bribery legislation in the UK or European Union (including the Bribery Act 2010); or (ii) a reasonable person would otherwise consider to be unethical, illegal or improper, (a "Corrupt Act").

Each party represents, warrants and undertakes that it and its Associated Parties have not engaged in any Corrupt Act prior to the Contract entering into force.

Criminal Finances: The Customer shall not engage in any activity, practice or conduct which would constitute an offence under the Criminal Finances Act 2017.

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 shall apply in the event that the Customer, its directors, employees, representatives, or banks used, are subject to any Sanction or Trade Restriction imposed by any public or state authority.

14. 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.

Each party shall comply with its obligations under all applicable laws relating to the protection of personal data and privacy, including the General Data Protection Regulation (2016/679) (GDPR), the Data Protection Act 2018, the UK General Data Protection Regulation (as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (together the "Data Protection Legislation"). Nothing in the Contract shall prohibit or otherwise restrict a party from complying with such obligations and neither party shall take any action which puts another party in breach of Data Protection Legislation.

15. 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 shall 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 shall 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 shall 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 shall indemnify and keep indemnified the Seller (and/or any affected Acerinox Group company) in full and hold it harmless on demand from and against 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.

16. Confidentiality. For the purpose of this clause, "Confidential Information" means without limitation, business, commercial, economic, financial, operational, technical, administrative, marketing, planning and staff information and data relating to the Supplying Party or its interests disclosed to the Receiving Party whether before, during or after the provision of the Goods, whether in written, oral, pictorial or any other form, and all information, data, know-how, trade secrets, formulae, processed, designs, photographs, drawings, specifications, software programs, samples or other material attributable to or deriving its existence from the provision of the Goods, and including but not limited to the content and existence of the Contract. "Supplying Party" and "Receiving Party" shall have the meanings ascribed in this Clause 16.

Notwithstanding termination of the Contract, each party ("Receiving Party") shall keep the Confidential Information of the other party ("Supplying Party") confidential and secret, the Receiving Party shall only use the Confidential Information of the Supplying Party as necessary to supply the Goods (in the case of the Supplier) or as necessary for the purpose of making reasonable use of the Goods (in the case of the Customer) and in each case for performing the Receiving Party's obligations under the Contract. The

Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this Clause 16 and ensure that they meet such obligations.

The obligations of confidentiality shall not apply to any information which: (i) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party; (ii) is, or becomes, publicly available through no fault of the Receiving Party; (iii) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure; (iv) was developed by the Receiving Party (or on its behalf) without direct access to, or use or knowledge of the Confidential Information supplied by the Supplying Party; or (v) is required to be disclosed by order of a court of competent jurisdiction.

This Clause 16 shall survive termination of the Contract.

17. Variation. No variation or amendment to the Contract shall be binding upon the parties unless it is recorded and signed in writing between the parties.

18. Rights of Third Parties. The Contract does not create any right or benefit enforceable by any person who is not a party to (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

19. No Representation. Each party confirms that, except as provided in the Contract and without prejudice to any liability for fraudulent misrepresentation, no party has relied on any representation, warranty or undertaking (whether made innocently or negligently) which is not contained in the Contract or any document referred to herein.

20. Entire Agreement. The Contract, which includes and incorporates these Standard Terms and Conditions, any agreed documents between the parties, the relevant order confirmation/sales acknowledgment issued by the Seller, and any other schedules or appendices attached hereto, forms the entire understanding and agreement between the parties with respect to its subject matter, and supersedes and extinguishes all prior proposals, marketing materials, negotiations and other written or oral communications between the parties with respect to the subject matter of the Contract.

In the event of any conflict between the documents forming part of the Contract, these Standard Terms and Conditions shall prevail in the first place and, in the second place, the relevant order confirmation/sales acknowledgment issued by the Seller.

21. Jurisdiction and governing law. The Contract, the Contract and any disputes or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in all respects in accordance with the laws of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

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, S.A., the parent of the Group, has appointed a Group Data Protection Officer, to whom any questions concerning the processing of personal data may be directed, and whose contact details are as follows:

Calle Santiago de Compostela, 100, 28035 Madrid, Spain. Email: dp@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.