

ACERINOX (SCHWEIZ) AG STANDARD TERMS AND CONDITIONS OF SALE (Version: 01/2024)

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

- "the Seller" is Acerinox (Schweiz) AG and/or its succeeding entity by whatever title;
- "the Customer" means the natural or legal person as well as legal persons under public law and special funds under public law with whom the Seller contracts for the sale and/or 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 General Acerinox (Schweiz) AG Terms and Conditions, which govern the Seller's sales, whether made directly or through its agents or commission agents. Unless expressly agreed otherwise, these Conditions do not apply to contracts whose main purpose is not the sale or delivery of stainless steel products or similar.

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, simple written form within the meaning of Art. 12 CO is sufficient, whereby the signature must be either handwritten or a qualified electronic signature within the meaning of Art. 14 CO in order to fulfil the 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 Swiss francs (CHF), 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 Switzerland, the applicable tax regulations provided for in double taxation agreements and local tax laws apply.

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 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 (ICC). 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 accordance with the AMLA.

In the event of late payment, interest shall be charged in accordance with the bank discount rate customary at the seller's registered office, but at least 5% (Art. 104 para. 3 CO). The statutory provisions on late payment remain unaffected.

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 and that jeopardise the Seller's claim to payment, the Seller shall be entitled to refuse the corresponding Deliveries under the contract or to withhold them until security is provided (Art. 83 CO). The seller's right to refuse performance shall cease to apply if the customer makes the payment owed or provides security 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, provided that these fulfil the requirements for offsetting (Art. 120 CO). The same applies to the assertion of rights of retention or rights to refuse performance by the Customer.

All contracts are subject to the Seller's Commercial Risks Policy as an essential requirement, which provides, inter alia, that all contracts involving deferred payment to the customer must at all times be fully covered by credit insurance or another adequate form of guarantee previously accepted by the Seller.

4. Dispatch, delivery periods, delivery dates and packaging. 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 is authorised to make partial deliveries, insofar as these are reasonable for the customer. Unless otherwise stated, goods labelled as "goods in stock" or with 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 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.

If the Seller is in default with deliveries, 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 to the extent customary in the trade. 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 written agreement. In the event of transport damage, the Customer must immediately arrange for a report to be made to the responsible authorities.

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 Seller's premises. 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. All goods delivered shall remain the property of the Seller ("Goods subject to retention of title") 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. For the duration of the retention of title, the customer shall store the delivered goods separately and marked as the property of the seller at its own expense and insure them in favour of the seller against theft, fire, water and other risks. Furthermore, the customer shall take all measures to ensure that the seller's title is neither impaired nor cancelled. The customer is obliged to inform the seller immediately of any access by third parties to the goods, for example in the event of seizure, as well as of any damage to or destruction of the goods. The customer must immediately notify the seller in writing of any change of ownership of the goods as well as any change of domicile/registered office. The seller is entitled to withdraw from the contract and demand the return of the goods in the event of behaviour by the customer in breach of contract, in particular in the event of default in payment or breach of an obligation under these General Terms and Conditions of Delivery.

If the Goods subject to retention of title are seized from the Customer by third parties, the Customer must notify the Seller immediately and inform the seizing third party of the retention of title. All costs incurred as a result of the seizure shall be borne by the Customer. The same shall apply mutatis mutandis in the event of any other impairment of the Seller's rights. As long as the retention of title exists, the Customer is not authorised to sell, pledge, assign as security, rent or otherwise transfer the delivered Goods to others.

7. Quantity and quality. Claims for defects. Any technical advice given orally or in writing by the Seller, including corresponding tests and trials, 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 property rights, and shall not release the Customer from its own examination of the Seller's goods for their suitability for the intended processes and purposes. 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 (generally +/-10%). The weights of the goods are determined on the Seller's scales calibrated and approved under the regulations of the country where the Goods were produced or shipped, so 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 the data memory of the seller.

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 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, pharmaceutical or nuclear industry; or (iii) having a specific origin or manufacture.

The agreed Specifications and an agreed intended use do not constitute a guarantee; 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 at the place of delivery. Defects recognisable in this context must be reported immediately, stating and proving the defect (Art. 201 OR); 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, 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 seller shall be provided with the delivery complained about or a sample thereof at the customer's expense. The Seller shall have the right to take reasonable time to investigate the complaint and to request from the Customer such evidence as it deems necessary, whereby the Customer shall co-operate diligently. In the event of unjustified complaints, the seller reserves the right to charge the customer with freight and handling costs as well as inspection costs.

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 material defect, the Seller may elect to provide subsequent fulfilment either by replacement delivery or by rectification. 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 ends two years after the start of the statutory limitation period

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

8. General limitations of liability. 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, 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.

Liability for slight negligence, for auxiliary persons and for consequential damages or indirect damages such as loss of profit is excluded in full, insofar as legally permissible.

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 but not exclusively 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, cyber attacks, interruptions to communication networks, acts of terrorism, monetary and trade policy measures or other sovereign measures, official or political arbitrary acts, riots, natural disasters, accidents, industrial disputes, significant operational disruptions (e.g.B. (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 that are beyond the control or responsibility of the parties and that prevent the fulfilment of the Contract - possibly only for a certain period of time - despite being agreed in writing. The contractual obligations of both 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 five 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) a significant increase in the market prices of raw materials (including energy, gas and/or similar) (a significant increase in the prices of raw materials is generally deemed to have occurred if they increase by more than 5% from the date of conclusion of the contract to the agreed delivery date); (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 mutual fulfilment (*interest in equivalence*), as well as in cases of misuse.

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 authorised to assign his claims arising from the Contract with the Seller to third parties without the prior written consent of the Seller.

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 at home 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 Switzerland, the European Union 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 domiciled outside Switzerland (foreign buyer) or its authorised representative collects deliveries and transports or dispatches them abroad, 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 Switzerland 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, this shall not affect the validity of the remaining provisions of these Standard Terms and Conditions

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 Standard Terms and Conditions.

16. Information security. In the event that communications, offers, orders and/or the conclusion of contracts between the Seller and the 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 Language. In the event of discrepancies between the German version of the General Terms and Conditions of Delivery and the version in a language other than German, the German version of the General Terms and Conditions of Delivery shall prevail.

18 Applicable law, place of fulfilment and place of jurisdiction. Swiss law shall apply to the exclusion of the "United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG)".

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.

ANNEX I

PRIVACY POLICY

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 for the processing of the contact information of the signatories and contact persons is the Acerinox Group company with which the contractual relationship is established. Details of all Group companies are available on the website at www.acerinox.com. Acerinox, S.A., the parent company of the Group, has appointed a Group 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

In Switzerland, enquiries can also be addressed to: dpo@acerinox.com
- Tel. 056 481 82 42

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 lodge a complaint with the competent data protection supervisory authority.