

GENERAL TERMS AND CONDITIONS OF SALE SUPRASTEEL WORLDWIDE S.L.

1. Scope of application - Entire agreement

These general terms and conditions of sale (hereinafter referred to as "GTCS") are applicable to all products ("Goods") offered by the seller Suprasteel Worldwide S.L. ("Seller") to the customer ("Customer").

The GTCS, together with the specific terms and conditions contained in the contract or the Seller's order confirmation ("Order Confirmation") and these documents alone, constitute the entire agreement between the Customer and the Seller.

Agreements made between the Seller or its agents and third parties shall only be valid if confirmed in writing by the Seller.

Further variations to the conditions set out in this document, mentioned in the Customer's purchase order or in any other document, including shipping documents, shall not be binding on the Seller, unless expressly agreed in writing by the Seller.

In the event of any conflict between the provisions of the Order Confirmation and the text of these GCS, the provisions of the Order Confirmation shall prevail.

The Seller's failure to exercise any of its rights shall not be deemed a waiver thereof.

2. Prices - terms of payment

2.1 All prices are calculated for Goods measured according to theoretical weights or according to the units, in cases where the sale is by units, stated in the transport documents at the point of departure. Unless expressly stipulated otherwise in the Order Confirmation, the prices are net prices payable in the manner set out in the Seller's offer to the Customer unless otherwise agreed between the Seller and the Customer. Payment of invoices shall be made net free of intermediation outside the Seller's country, in accordance with the terms, deadlines and conditions set out by the Seller in its offer.

2.2 Failure by the Client to pay by the agreed deadlines shall ipso jure entail, without the need for prior demand for payment, a flat-rate compensation amounting to 12% of the invoice amount as damages and a financial cost of 1% per month on payments not paid by the due date established on the invoice, which shall be invoiced by the Seller to the Client for an amount corresponding to the days of delay in the due date for payment.

2.3 In the event of delay in payment or in the performance of any obligation contracted by the Client, or in the event of knowledge on the part of the Seller of the Client's lack of solvency or lack of financial credibility, for example due to delays in the payment of another contract, and if the Client does not agree to provide the requested guarantees, the Seller shall be entitled to cancel or withhold that part of the contract which it has not yet performed without the Client's consent.

2.4 The Customer shall not be entitled to withhold payments or to make any set-off, even in the event of disputes.

2.5 In the event of any change in the prices of essential raw materials, the Seller is entitled to adjust the price of the products. This change shall be notified to the customer at the latest 15 days prior to delivery of the goods. If this is not accepted by the customer, the order, or the part of the order still to be delivered, as the case may be, shall be deemed to be cancelled.

3. Transfer of Risk - Delivery - Dispatch - VAT

3.1 The sale and transfer of risk shall be in accordance with Incoterm 2020, indicated by the Seller in its offer.

3.2 If the Customer does not take delivery of the Goods within the due period, the Seller shall give the Customer in writing an additional period of 15 days to do so. Upon expiry of the additional period in vain, the Seller's obligation to deliver the Goods shall be deemed to have been fulfilled and the Seller may store them at the Customer's risk and expense and, upon notification of their availability, invoice them as delivered. The Seller retains the right, without special notification being required, to invoice either for a storage cost of 0.3 EUR/t per day from the expiry of the additional period for materials stored at the Seller's premises or for the total cost charged by the logistics company to the Seller for the demurrage of the material at the place of delivery if this differs from the Seller's premises.

In any case, after 30 days from the expiry of the additional period, the Seller may: 1. proceed with the resale of the Goods and claim the difference with the amount agreed in the contract. 2.- take back the Goods and place them at the Seller's disposal wherever the Seller sees fit.

3.3 In the event of delays in production, the Seller shall be entitled not to supply the full quantity ordered by the Customer in a single delivery, but to supply the material by means of successive partial deliveries.

3.4 In order to organise the delivery of the materials of an order, the Customer shall provide the Seller with all the information necessary for the preparation of the transport and export documentation, if applicable. Any delay due to the lack of information provided by the Customer shall not be the responsibility of the Seller, who shall demand the necessary data from the Buyer and shall make every effort to effect delivery in the shortest possible time as soon as the information required to fulfil the shipment is available to the Seller.

3.5 If the supply is subject to a VAT exemption:

(a) Upon simple request of the Seller the Customer shall send to the Seller, within ten working days of receipt of such request, the following documents:

- A copy of the invoice for the delivered goods, dated and signed legibly (name and surname), confirming receipt of the delivered goods (of the type and in the quantity stated on the delivery note and invoice) to the address stated on the invoice.

- A copy of the delivery note or transport document including the acknowledgement of receipt of the delivered goods.

(b) In the event that the time limit set out in paragraph (a) is not complied with, the Seller shall be entitled to charge the Customer penalties of one hundred Euros per day of delay. However, the penalty may not exceed the amount in Euros of the VAT corresponding to the amount of the delivery.

(c) The Customer is obliged to inform the Seller immediately (i.e. within one to three days of the occurrence) of:

- Any change in its tax identification number for intra-Community transactions.

- Any change in the name and registered office of the company.

4. Cancellation of Orders

The Client may only cancel an order by mutual agreement with the Seller.

The following cases may be cause for cancellation of Orders by the Customer:

i) A delay in the delivery of the goods, according to the corresponding Incoterm, of more than 60 days, provided that it is not due to a cause attributable to the Buyer;

ii) An order whose material has not yet been manufactured and has not yet been dispatched. In this case, the Seller shall be entitled to claim 10% of the amount of the order from the Customer as compensation;

Orders involving the manufacture of a made-to-measure product may not be cancelled.

5. Conformity - Inspection

5.1 In the event that the Customer does not submit any written observations concerning the Goods within 30 days of receipt or delivery at the port of destination in the case of CFR or CIF sales, according to the Incoterm of sale, the Goods shall be deemed to be automatically accepted.

Likewise, any transformation of the goods during this 30-day period shall automatically imply their acceptance.

Once the Goods have been accepted the Seller shall not admit claims for defects or deficiencies with respect to the specific terms of the Order Confirmation, which could have been ascertained by reasonable inspection.

5.2 The claim for underweight must be based on the results of the weighing of the entire consignment of the transport document at the port of destination. The Customer has the right to make a claim within 10 days after completion of unloading.

An allowance of +/-0.5% between the quantity declared on the transport document and the quantity weighed shall be acceptable.

6. Liability - Claims

6.1 The use and processing of the Goods are the sole responsibility of the Customer.

6.2 Hidden defects in delivery shall be notified to the Seller immediately, by courier or by registered letter with acknowledgement of receipt, at the time of their discovery and a) not later than 6 months after delivery or b) in the case of Milling Material or Chemical Re-agents not later than 3 months after receipt thereof by the Customer or delivery at the port of destination in the case of CFR or CIF sales, according to the Incoterm of sale.

6.3 The notification of defects and failures must be accompanied by documents proving the complaint and a report detailing the scope of the complaint, clearly identifying the affected items, the type of non-conformity, as well as the lot and invoice to which they correspond. The Customer must submit an Inspection Report drawn up by an official independent inspection entity, agreed in advance with the Seller.

6.4 The Goods which are the subject of the complaint must be kept in storage separately from the rest of the Goods, pending the resolution of the complaint. If the Goods are used by the Customer, the claim shall be dismissed.

6.5 All payments under the contract shall be paid in full and any amounts claimed shall not be deducted and shall be dealt with separately in accordance with the outcome of the open claims procedure.

6.6 If the Goods are found by the Seller to be defective, the Seller shall only be obliged, at the Seller's option, to:

(1) to remedy the defects within a reasonable period or to replace the Goods on the same terms as in the contract.

(2i) to refund such Goods, or (2ii) if the price has not yet been paid by the Customer, to reduce such price or to cancel the contract.

The Seller shall accept no liability whatsoever for loss of processing costs, loss of production, loss of revenue and/or any consequential or special loss or damage suffered directly or indirectly by the Customer or any other person. The Seller shall only be liable for damage caused by intent or gross negligence duly proved by the Customer; in any event, the Seller's liability shall be limited to 100% of the invoiced value of the defective or damaged Goods.

7. Retention of title

The Goods supplied shall remain the property of the Seller until fulfilment by the Customer of its payment obligations as stipulated above. Therefore: in the event of processing, combination and/or mixing of the Goods by the Customer with other goods belonging to other suppliers, the Seller shall be entitled to co-ownership of the total value of the new goods, shared with such suppliers. In such a case, the Seller's ownership is calculated pro rata to the invoice value of the Goods in relation to the invoiced value of all the goods used for the manufacture of the new products.

8. Packaging and batching

8.1 Unless otherwise stipulated, the Customer shall be responsible for the recycling and treatment of packaging materials and for the means of protection, securing and fixing used during transportation.

8.2 All charges for any marking and/or additional services requested by the Customer and performed by the port and/or the Seller's port agent shall be for the account of the Customer.

8.3 If partial shipment is permitted, in the event that the cargo requires sorting and separation of cargoes due to the Customer's request for partial shipment, all such separation and sorting charges incurred shall be for the account of the Customer.

9. Force Majeure

9.1 The Seller's inability, or delay, in performing the manufacture, dispatch and delivery of the Goods covered by this contract resulting in whole or in part from war (declared or undeclared), strike, labour dispute, accident, fire, flood, acts of God, delays in transportation, shortage of material, breakdown of equipment, condition of plant, legislation, regulations, ordinances or decrees issued by any governmental agency or body, any cause beyond Seller's reasonable control, or the occurrence of a contingency preventing the performance of its obligations, the non-existence of which was a basic assumption for the issuance of this Order Confirmation, shall not give rise to liability on the part of Seller. In such circumstances, the Seller shall be entitled to such additional time as may be reasonably necessary for the performance of its obligations, and shall be entitled to allocate its production among its customers in such manner as it considers equitable. This clause shall apply, mutatis mutandis, to the Client. This circumstance must be notified in writing to the other party within 3 days of the occurrence of the event causing the force majeure.

9.2 Alternatively, the Seller shall be entitled to terminate the contract without any liability or obligation to bear any loss.

9.3 If the Seller fails to deliver within the reasonable additional period, the Customer may terminate the contract. A reasonable period of at least 5 months shall be considered for the fulfilment of the conditions of the contract.

10. Language, jurisdiction and applicable law

These GCS are available in English and Spanish. In case of conflict, the Spanish version shall prevail. In the case of international sales, the Courts of Oviedo (Spain) shall have exclusive jurisdiction for the resolution of any dispute that may arise in connection with this sales contract. The applicable law shall be Spanish law, except for disputes relating to the reservation of title clause, for which the law of the Customer's domicile shall apply.