

GENERAL SALES (CONTRACTING) TERMS**(Effective as of 1 August 2023)**

A) The General Sales (Contracting) Terms (General Contracting Terms, hereinafter: GCT) shall apply to all present and future sales relations of thyssenkrupp Materials Hungary Zrt. Unless the parties agree otherwise in writing, any sales and/or delivery term set by the other contracting party (hereinafter called: Partner) that is contrary to these Presents shall be null and void with regard to thyssenkrupp as thyssenkrupp hereby excludes their applicability to itself.

B) By sending an order to thyssenkrupp the Partner accepts the applicability of thyssenkrupp's GCT for their relation effective as of the date of conclusion of the agreement or, at the latest, as of its completion/fulfilment even in case that said Partner makes references to the Partner's own contracting terms. The fact that thyssenkrupp pays for the goods or services delivered or rendered to it by the Partner shall not be interpreted as acceptance by thyssenkrupp of the Partner's terms. This shall apply also for those cases, when the inquiry or the acceptance of the offer contains terms different from, supplementary to or amending those in GCT. The application (and applicability) of these terms is hereby explicitly rejected.

C) With regard to the GCT, the term „contract” (agreement) shall mean all master agreements, individual agreements orders and legal relations concluded in any form whatever. The term „Master Agreement” means understandings between the Parties based on which the Partner is entitled to place regular orders according to pre-agreed terms. The term „Order” or ad hoc agreement means an understanding which unambiguously defines the service to be rendered or creates a delivery obligation thyssenkrupp is to fulfil. It can be entered into by and between the Parties either directly, in the form of an ad hoc agreement or as a master agreement, and an order thereunder.

D) Thyssenkrupp is engaged in wholesale trading and makes no retail sales to consumers and does not provide them services, either.

I/ Coming into force, binding force, price

1. The agreement between the Parties shall come into force (existence) upon a) sending to thyssenkrupp acceptance of thyssenkrupp's preliminary offer in writing, by e-mail or some other form which can be electronically stored and retrieved, and the confirmation of the receipt by thyssenkrupp of the acceptance (Confirmed Sales Order), or b) execution of the Agreement by both Parties, or c) taking delivery of the goods by the Partner, at the latest.
2. Should the circumstances significantly change, the preliminary offers may change, too. Should this be the case, then thyssenkrupp shall inform the Partner by sending a new Preliminary Offer. Any verbal agreement, promise or undertaking with regard to any contract, agreement or order shall be binding upon thyssenkrupp only insofar as it shall have been explicitly confirmed by e-mail or in some other written form.
3. Subject to the availability of the products the contents of the preliminary offer may change. Thyssenkrupp retains the right to change the prices for the products figuring in the preliminary offer or to delete the offer until the confirmation of the Sales Order is dispatched. Thyssenkrupp may sell the products shown in the preliminary offer and is under no obligation whatsoever to retain the goods figuring in the offer for the Partner: they can be sold freely to any third person. As regards the prices for and the technical characteristics of the products, those figuring in the confirmation of the Sales Order shall apply, and thyssenkrupp's delivery commitment is for these prices and technical characteristics. The content of the confirmation replaces all previous informal consultations on the transaction.

4. Except that the parties have agreed otherwise, the always prevailing prices of thyssenkrupp shall be applicable. Unless the Parties agree differently, the prices are net prices and are quoted for the products being handed over at the business premises of thyssenkrupp, loaded on the transport vehicle. When the relevant invoice is issued the always prevailing statutory VAT shall be added. In case of products the weight of which is established on the basis of their volumes, pricing shall be made using the following theoretical weight: 8.0 kg/dm³ for brackets and steel plates, irrespective of their material being carbon steel, stainless steel, or acid proof steel plate.
5. Thyssenkrupp is entitled to unilaterally increase the price for products ordered if, following the conclusion of the contract some unforeseeable circumstance occurs, such as, for example, an extreme change in the raw materials or the commodities markets and/or in the general economic situation, a change beyond the control of thyssenkrupp that the latter could not influence neither before nor after the conclusion of the contract. The ratio of the price increase cannot be higher than the minimum extent required by the facts necessitating it. Should any such reason or circumstance occur, then thyssenkrupp shall immediately notify the Partner.
6. Inquiries are to be addressed to ajanlat@thyssenkrupp-materials.com or sent to the e-mail addresses of sales representatives.

II/ Cancellation of order

1. If the order is cancelled within 24 hours of the scheduled dispatch date, then the costs of handling and preparation of the consignment shall be charged on the Partner, who shall be obliged to settle them against the invoice presented.
2. If the transaction covers special goods tailored to the Partner's requirements then the order can be cancelled only until thyssenkrupp enters into a relevant contract with the third party supplier. Cancellation later than this is possible only if thyssenkrupp is able to cancel its own order entered into with a view to obtain the resources to fulfil the order placed with it.
3. When a contract for processing is concluded, then the Partner can withdraw from the contract as follows: a) if a special base material is requested, for the fulfilment of the order, then until the conclusion of the relevant contract by and between thyssenkrupp and the third party supplier. b) If base materials on stock are to be used, then until beginning the preparation thereof for the works (i.e., preparation of the base materials, preparation of the manufacturing process)
4. Thyssenkrupp may terminate the contract, if the Partner fails to take delivery of the products on the day of performance or within 8 days after the relevant notice has been served on him and fails to present excuses for his delay. Should anything of this kind happen then, against the relevant invoice presented, the Partner shall reimburse thyssenkrupp for the expenses incurred as a result by the latter.

III/ Quality

1. Thyssenkrupp operates an integrated quality management system elaborated to meet the requirements of the ISO 9001 and ISO 45001 standards. Fundamentally, the processes used thereby satisfy these norms.
2. Thyssenkrupp shall certify the quality of the products sold thereby in accordance with the method prescribed by the EN standards and the relevant statutory provisions and/or in the manner requested by its Partner in writing and approved by both Parties. If any other declaration, certificate, certificate of origin, etc. is needed, it must be stipulated in advance, when concluding the contract as, for reasons beyond its control, thyssenkrupp cannot guarantee their issue subsequently.
3. Thyssenkrupp does not guarantee that the specific goods are suitable for a specific use. The risk for whether the goods figuring in the contract are or not suitable for a specific use or purpose shall rest solely and exclusively with

the Partner. Any information provided by thyssenkrupp in this context is only a suggestion and should not be considered as a basis for specific application unless thyssenkrupp expressly states so.

4. As regards compliance with or fulfilment of any other Partner and/or product-specific requirement, thyssenkrupp and its Partner shall agree in writing, under separate cover and duly signed.
5. Unless agreed otherwise or there is any industrial standard to the contrary, the products shall be delivered without packaging and anti-corrosion treatment.
6. Thyssenkrupp does not manufacture billets, billets for plates and castings and neither processes them by way of rolling, pulling, pressing or coinage, or other processing into semi-finished metallurgical products. It purchases ready-made or semi-finished products manufactured using this technology from the very plants and resells them to the Partner. The ready or semi-finished metallurgy products and the (machine) structures made therefrom are not always absolutely defect free. Even using the optimal metallurgic manufacturing processes there may be continuity defects in the materials which can then be reduced or eliminated during the finishing processes, or which cannot be fully screened and detected by the help of the testing methods used. The base material manufacturers reserve the right to modify their manufacturing processes without the need to obtain the preliminary permits of their partners thereto. The base materials (iron ore, alumina, metal scrap, etc.) used during the manufacture of ready-made and semi-finished metallurgy products such as coils, rods, tubes, etc. are very inhomogeneous which results in the processing parameters of semi-finished products of the same types but different ratings to vary between very broad ranges.
7. Unless otherwise agreed, thyssenkrupp does not carry out material tests on the products it sells (e.g. tensile tests, chemical composition tests, purity tests, etc.). Material tests are made only in specific cases when, e.g., a complaint is to be investigated and assessed or if a test of this kind is specifically ordered. The resulting tests shall be shared between thyssenkrupp and its Partner as per agreement. Thyssenkrupp shall evidence the quality of products delivered by quality clearance certificates issued by the manufacturers. Unless otherwise agreed, the planned control checks performed by thyssenkrupp cover only the characteristics resulting from thyssenkrupp's manufacturing activities and workmanship.
8. When stainless steel or aluminium plates or rings are sold, one of the sides (i.e., one of the two surfaces of the plate - in case of the stainless steel or aluminium plates the bottom surface, in the case of rings: the inner surface) may contain surface inhomogeneities, there can be indentations, scratches, contaminations etc. on it and, if so, shall not classify as physical defects in the meaning assigned to such by the Civil Code.

IV. Performance term

1. Unless the Parties specifically agree by e-mail or in some other written form otherwise, the delivery term shown in the confirmation of the Sales Order is not compulsory. The date of performance shall be a date agreed upon by the parties by e-mail or by other written communication in advance. The period, if any, during which thyssenkrupp cannot perform due to reasons beyond its control shall not be counted towards the period available for performance.
2. Should the performance term be amended for any reason, then thyssenkrupp shall inform the Partner respectively.
3. In the event that the contract is performed at a later date and not simultaneously with its conclusion, then the Parties shall agree upon the date of performance in writing or by e-mail. If the products are taken from thyssenkrupp by the Partner or the latter's representative then, simultaneously with agreeing upon the date of handing over, the parties shall also agree on what should be a proper transport vehicle.
4. Inasmuch as the Partner accepts the products in a quantity or value different from what has been previously agreed upon, then thyssenkrupp is entitled to either reject until the 15th day of the consecutive month the subsequent delivery of the quantity not taken, or to charge for their storage a storage cost equal to 5% of the value of the goods concerned to be calculated from the last day of the month in which taking/delivery of the goods in question was due.

5. If the Partner is in arrear, hinders or impedes performance by thyssenkrupp, then thyssenkrupp is entitled to prolong the period available for performance, and claim compensation for all extra costs incurred as a result of the arrear, limitation or hindrance, including but not limited to, storage, handling / repeated handling, travel and transport costs.
6. Thyssenkrupp is entitled to perform partial deliveries or delivery before the agreed performance term and the Partner can reject this only inasmuch as acceptance thereof would provably cause to the Partner an irrationally high extra cost. In case of partial deliveries or delivery before the agreed performance term the Partner shall pay in line with and proportional to the performance. If the Partner fails to pay for the products handed over, then thyssenkrupp shall be entitled to suspend further performance until the invoice issued is fully paid.

V/ Place of performance

1. Unless agreed otherwise, the place of performance of the agreement shall be the business premises of thyssenkrupp.
2. If the transport of the goods is organized by the Partner then a time window for loading shall be asked for in advance through the sales representative, until 03:00 p.m. on the preceding day, at the latest. Entry in the business premises is possible only following the preliminary reservation of such a time window. The carrier coming for the goods shall have a written power of attorney / instruction signed by the Partner.
3. When taking the products the Partner or the carrier entrusted thereby must observe the following material handling and security regulations: a) when entering the business premises of thyssenkrupp, no product marketed by the latter can be on the truck, b) the transport means sent must be suitable for the type of loading required by the nature of the products (if loaded by crane, e.g., the truck must be open from upwards, or if by fork lift, then from the side, c) the Partner has given the data of the person or organization entrusted thereby with the transport of the products in a way that such person/organization is identifiable, and the carrier who appears at the business premises of thyssenkrupp verifies his identity by proper documents, and during his entire stay wears protective helmet satisfying norm MSZ (H. St.) EN 397 and S3 safety boots.
4. If the above requirements are not fulfilled, Thyssenkrupp can deny performing.
5. The carrier sent by the Partner shall observe the labour safety regulations in force at the business premises of thyssenkrupp and wear the protective equipment prescribed. The Parties may also agree that the goods shall be transported by thyssenkrupp. Should this be the case, then the place of performance shall be the business premises of the Partner or any other delivery address as may require. If the transport completed by thyssenkrupp, then the freight charges shall be shown as a separate item in the invoice and the Partner shall pay it either to thyssenkrupp or the designated carrier.

VI. Warranty, guarantee and complaints

1. Thyssenkrupp shall be responsible for its performance in accordance with the general rules of warranty as laid down in the Civil Code (Ptk., by the Hungarian abbreviation). Accordingly, thyssenkrupp undertakes warranty for the performance to be in full conformity with the specifications set down in the confirmation of the Sales Order or the agreement. Thyssenkrupp's commitments are fully met if these specifications are complied with at the moment of delivery.
2. Thyssenkrupp undertakes guarantee for the products sold and the services rendered thereby only under separate cover.
3. Any and all technical advice given by thyssenkrupp either verbally or in writing or by way of trials before and during the use and/or the processing of the products are given in good faith. Notwithstanding, thyssenkrupp undertakes no commitment or guarantee whatsoever therefor and the advice given by thyssenkrupp shall not release the

Partner from the obligation to test the products, whether they are or not appropriate for the envisaged processes or uses. All products shall be used and processed at the sole risk of the Partner.

4. The Partner shall be obliged to mitigate damages, if any occur.
5. Thyssenkrupp undertakes no liability for any direct or indirect consequential damage incurred by the Partner or any other (legal) entity and, especially, for costs of product recalls, processing costs, lost production or lost revenues. Thyssenkrupp can be made accountable only for damages the Partner can prove beyond doubt are attributable to thyssenkrupp's gross negligence or wilful misconduct and thyssenkrupp's liability is limited in all instances to 100% of the invoiced value of the defective or damaged goods.
6. The Partner can lodge his complaints in writing or by e-mail. The relevant notification shall contain the number of the freight bill, the quality class, dimensions, quantity, batch/charge of the material concerned, photos or video recording(s) presenting its condition, the SAP etiquette and the testing/measurement report, if any has been made. Should the complaint be unfounded, then Thyssenkrupp shall charge on the Partner all freight, testing, impairment and other costs related to the complaint. If there is only a slight latent or apparent defect, the Partner may exert a claim for discount only vis-à-vis thyssenkrupp.
7. The Partner shall preserve the state of the products as such was at the time of delivery and secure the identifiability of the products. The Partner must store the product to which the complaint relates separately. If necessary, it must ensure that it can be inspected and, in the event of a dispute, that an accredited laboratory test agreed by both parties is carried out and that the necessary samples are taken.
8. Complaints regarding processed material will only be accepted if the Partner can prove beyond doubt the traceability of the delivered products or if they have already indicated their special requirements (production process) in advance during the ordering process and thyssenkrupp has confirmed this.
9. The complaints shall be indicated on the freight bill immediately after delivery if there is a visible superficial damage/difference in quantity, or the packaging (bale, bundle) is superficially damaged. If the facts giving rise to the complaint are detected before unloading, then photos or videos shall be taken still in the truck before unloading to document them.
10. If a defect is found inside the package (on the rods or plates), it must be reported within 8 calendar days of delivery.
11. The period available for filling complaints is 12 months reckoned from the date of receipt in case of quality defects, where the structure of the material is affected and it is realized only in use.
12. Thyssenkrupp shall confirm the receipt of the complaint within 1 working day after receipt. The date of confirmation of receipt shall be the date of receipt of the complaint. Thyssenkrupp shall reject any and all demands and liability under warranty, if:
 - the Partner fails to furnish the minimum content required for the complaint or there are insufficiencies in the information provided,
 - simultaneously with filling the complaint, does not make identifying the products affected by the complaint beyond doubt or their sampling possible,
 - the product(s) being the subject-matter of the complaint has/have been subjected to any work process or changed otherwise compared to how it/they were at the time of the delivery (e.g., it/they has/have undergone heat treatment) except with the preliminary written consent of thyssenkrupp,
 - the quality defect of the product(s) subject to the complaint has been caused by improper storage or use by the Partner,
 - the quality complaint was filed with delay or was made verbally only,
 - At the time of filing the complaint the product complained of was not at all or only slightly different from the agreed specification or if the complaint refers to quantity, then it is less than +/-10,
 - the product does not comply with the specific requirements of the Partner regarding manufacturing or use. except that such special requirements have been accepted and confirmed in writing by thyssenkrupp.

VII. Payment of the consideration for the products. Invoicing

1. The consideration for the products is payable in advance, upon the conclusion of the agreement, in the currency shown therein, by bank transfer to the account number indicated on the invoice. Except that the Parties agree on delayed payment, as a main rule, the consideration for the products shall be paid simultaneously with their delivery (handing over).
2. Delayed payment is possible only on condition that the Partner has a credit facility afforded to it by thyssenkrupp. These two, i.e., delayed payment and the credit facility, are possible only after thyssenkrupp has carried out its own creditability assessment of the Partner and the results are favourable. For the creditability assessment to be carried out thyssenkrupp may ask for documents that are not publicly available, such as the general ledger, business plan, etc.. In case of delayed payment, the payment term, i.e., the period until the end of which payment is to be effected is given in calendar days, and the banking holidays and weekends are also counted towards it.
3. In the event that the credit facility set up based on the relevant agreement by and between the Partner and thyssenkrupp is exhausted or the Partner is in an arrear exceeding 15 calendar days with any of the invoices issued upon him, the sales to him and delivery of the products already ordered shall be suspended and as long as the invoice and the late payment penalty shall not have been fully paid, thyssenkrupp shall be under no delivery obligation vis-à-vis the Partner. In the event that the credit facility does not provide substantial coverage for the uninterrupted transaction of the increased turnover then, following a new creditability assessment, the amount of the credit facility can be increased. The Partner acknowledges that thyssenkrupp can unilaterally reduce the amount of the credit facility or even terminate it.
4. In case of payment delay, for the amount in arrear the Partner shall pay a late payment penalty at the rate of the prevailing base rate of interest charged by the bank of issue plus 8% p.a. The late payment penalty, however cannot be less than thrice the statutory late penalty and the Partner shall pay EUR forty (40) lumpsum collection fee for each invoice, as prescribed by the statutory provisions the application whereof is mandatory. In addition, Thyssenkrupp is entitled to suspend all further deliveries, confirmed Sales Orders or make their performance and the future deliveries subject to conditions if the Partner fails to satisfy in due time any of the Partner's payment obligations vis-à-vis thyssenkrupp or is in the red with the credit facility. Unless the parties agree otherwise, the invoice shall be settled in one sum and the Partner is not entitled to assign his rights and obligations stemming from the agreement signed with thyssenkrupp to any third person without the preliminary written consent of thyssenkrupp. The Partner shall pay the amount due to thyssenkrupp for the products handed over to the Partner without the right to set off or enforce counterclaims. The complaints, if any, filed by the Partner have no delaying effect on the date by which the payment obligations shall be due and payable.
5. If the price confirmed in the agreement or the confirmation of Sales Order is quoted in foreign currency, then the Partner is not entitled to pay in HUF only in the event that in the agreement or the confirmation of the Sales Order thyssenkrupp has stipulated that payment in HUF is a must and defined how it shall be converted into HUF. If, according to this subsection, payment has been made in a currency other than prescribed, then thyssenkrupp shall remit it back to the Partner deducting therefrom the transfer costs and banking charges.
6. If a Partner having its seat elsewhere and not in Hungary takes the products abroad a certificate evidencing this must be produced. If the Partner fails to present the export certificate then he shall pay VAT at the rate prescribed by the statutory provisions for deliveries within the country.
7. If the goods are delivered from Hungary to another EU member state, then the Partner shall submit to us his VAT number or other tax number under which his commercial activities or enterprise are taxed. If he fails then, in addition to the price as per agreement the Partner shall also pay the VAT at the always prevailing rate. When the products are delivered by the purchaser to some other member state as a tax-free intra-community delivery, then he must prove to thyssenkrupp that the products have in fact arrived to their place(s) of destination. If this certificate is not submitted, then the Partner shall be pay VAT, calculated based on the net invoiced amount using the VAT rates applicable for deliveries within the country.

8. If there is any change in Thyssenkrupp's banking data (payment details, bank account), then Thyssenkrupp shall notify its Partners by an official mail sent from the following only (and no other) e-mail address: penzugy@thyssenkrupp-materials.com
9. If the Partner receives any notice on behalf of thyssenkrupp informing him, that the banking data of the latter have changed, then the Partner should enter into direct contact with the company, or the Partner's own contact person through some other communication channel, to check the authenticity (contents) of the notice in question.
10. In the event that the Partner initiates changes in his banking data, thyssenkrupp shall accept the change only inasmuch as it is sent to it by mail in a document duly signed or an electronic document with certified signature with the specimens of signature of the signatory/ies enclosed.

VIII. Termination of the Agreement

1. The agreement shall case after contractual performance thereof.
2. If, for reasons beyond its control and affecting the manufacturer of the products realized thereby ,thyssenkrupp cannot perform thyssenkrupp's contractual obligations either in part or full, then it is entitled to withdraw from the contract, both partially or in full and cannot be held liable for losses, if any, arising due to this reason.

IX. Governing law, other provisions

1. The laws of Hungary shall be solely and exclusively applicable to all legal relations between thyssenkrupp and the Partner. The applicability of the UN Convention on International Sale of Goods is hereby excluded. The above provisions shall apply also in case if the Partner is a foreign national or the Partner's seat is located abroad.
2. The data protection information of Thyssenkrupp can be found here: <https://www.thyssenkrupp-materials.hu/hu/adatvedelem.html>
3. The Partner acknowledges that thyssenkrupp is committed to eliminating bribing, corruption, abuse of/trading in influence, money laundering, tax evasion or the facilitation of these and in its business dealings tries to eliminate them to the fullest. The Partner shall immediately notify thyssenkrupp of any actual or suspected breach of the anti-corruption provisions through the contact person designated for notifications.
4. The Partner undertakes and warrants not to offer, pay, promise either independently or jointly with someone else, directly or indirectly to the employees, officials or representatives of thyssenkrupp money, presents undue advantages or anything representing value and not to approve or authorize any of these to be done, either.
5. Thyssenkrupp draws the Partner's attention to the fact that thyssenkrupp is prohibited from performing under the agreement, if Thyssenkrupp 's performance would entail breach of any domestic or foreign trading regulations, trade embargo or sanction. By accepting the GCT the Partner declares that a) the Partner does not pursue any activity that is in breach of any limitation, including but not limited to economic or financial ones or trade embargo that were introduced by the EU, the UN or the USA against specific countries, persons or entities, b) is not on the sanctions lists of the EU, UN, UK or the USA, c) is not doing business with any person, organization or body shown on the sanctions lists of either the EU, UN, UK or the USA, d) purchases the products for other than military or semi-military purposes. If the declaration made by the Partner is false, or the performance of the agreement would otherwise be in infringement of any domestic or international statutory provision or rule regulating any trade embargo or sanction, then thyssenkrupp is entitled to cancel the order or withdraw from the agreement at any time necessary.
6. Thyssenkrupp is not accountable for omissions caused by force major events. Force major events shall be those events outside the scope of operation of the Parties which cannot be reasonably eliminated or avoided and make performance by the one or the other party on a temporary basis or finally impossible. Such events are, among others, earthquakes, floods, wars, natural disasters, epidemics, etc. If any of the parties claims to have a force

major event, then that party shall immediately notify the other, or if due to the nature of the force major event no notification can be sent, then as soon as such is possible again, notify the other in writing of the fact of force major. The written notification shall include the accurate description of the event and its impacts on the performance of the agreement and the probable duration thereof.

7. The Partner shall handle the information that comes in the Partner's possession with regard to thyssenkrupp confidentially and shall not disclose or make the information so obtained accessible to third Parties. He shall treat all the information he may have come in possession of in connection with the operation of thyssenkrupp confidentially and take the necessary steps with regard to its employees and all third persons involved in the discharge of the tasks so that they obeyed secrecy, too.
8. The text of the Hungarian version shall prevail in the interpretation of the above provisions.

Budapest, 01 August 2023.

thyssenkrupp Materials Hungary Zrt.