

## Terms and Conditions version 2026 of tk accelis Materials Nederland B.V.

### 1. General

- 1.1 tk accelis Materials Nederland B.V., a private company with limited liability, hereinafter referred to as the "Seller", has its registered office at Taylorweg 7, 5466 AE Veghel, the Netherlands (postal address: P.O. Box 11, 5460 AA Veghel, e-mail address: info.mx.nl@tkaccelis.com Website: www.thyssenkrupp-materials.nl Chamber of Commerce No. 16017990. VAT No. NL001422844B01. Tel. +31 (0)413 34 89 00.
- 1.2 "Buyer" means the party entering into a purchase agreement or any other type of agreement with the Seller under which the Seller undertakes to provide a commercial performance to the Buyer.
- 1.3 Any deviations from these General Terms and Conditions, or any part thereof, shall only be valid if they have been expressly agreed in writing and signed by both parties.
- 1.4 In the event of any discrepancy in meaning between the different language versions of these General Terms and Conditions, the Dutch text shall always be binding.

### 2. Applicability

- 2.1 These General Terms and Conditions of Sale and Delivery, or this general part thereof, shall apply to all agreements entered into by the Seller under which the Seller undertakes to supply goods and/or services, regardless of whether such agreement is concluded by regular/analogue means or digitally/electronically, for example via the Seller's webshop. It is agreed between the Seller and the Buyer that, once an agreement has been concluded under the applicability of these General Terms and Conditions, these General Terms and Conditions shall also apply in full to all subsequent transactions, whereby the Buyer's purchasing terms and conditions are at all times excluded and shall not apply.
- 2.2 Trade terms used in these General Terms and Conditions of Sale and Delivery, quotations, order confirmations or otherwise shall be interpreted in accordance with the most recent version of the Incoterms®, as published by the International Chamber of Commerce (ICC), applicable at the time the agreement is concluded.

### 3. Agreement, Amendment of the Terms and Conditions

- 3.1 Price lists and other communications issued by the Seller are non-binding. Oral representations and agreements made with employees of the Seller shall not be binding upon the Seller unless and insofar as they have been confirmed by the Seller in writing.
- 3.2 In the event of any discrepancy between the Buyer's order and the Seller's confirmation, only the Seller's confirmation shall be binding.  
Any additions, amendments and supplementary agreements relating to the agreement shall only be valid if they have been expressly agreed in writing.
- 3.3 The Seller shall be entitled to amend its General Terms and Conditions of Sale during the term of the framework agreement and/or individual purchase and/or sales agreements to which these General Terms and Conditions apply. The Buyer's permission or consent to such amendments shall not be required. If the Seller amends its General Terms and Conditions of Sale, the Seller may satisfy its obligation by sending the amended General Terms and Conditions to the Buyer.  
If one or more provisions of these General Terms and Conditions are declared invalid, null and void or unenforceable, the remaining provisions shall remain in full force and effect. The Seller shall replace the invalid, null and void or unenforceable provisions with new provisions

that correspond as closely as possible to the invalid, null and void or unenforceable provisions.

### 4. Delivery

- 4.1 Unless expressly agreed otherwise in individual cases, the goods offered shall only be delivered to delivery addresses within the Netherlands, Belgium and Germany.
- 4.2 Delivery shall be made carriage paid to the agreed place of destination (Incoterm Carriage Paid To (CPT)), unless expressly agreed otherwise in writing. The Seller shall therefore determine the transport route and the means of transport, as well as the freight forwarder and the carrier, at its sole discretion. The Seller shall not be liable for delays caused by the carrier. The risk of loss of or damage to the goods shall pass to the Buyer as soon as the Seller hands over the goods to the first carrier. The Buyer shall take out transport insurance covering the risk during transport. The Seller shall not be obliged to take out transport insurance. The goods shall be supplied unpackaged and without rust protection. Where customary (to be determined by the Seller), the goods shall be supplied packaged. If the Seller provides packaging, protective materials and/or transport aids, these shall be at the Buyer's expense and risk. Any costs of return transport or disposal of packaging by the Buyer shall not be reimbursed by the Seller. The Seller shall be entitled to make partial deliveries..
- 4.3 Delivery dates and delivery periods specified by the Seller are always indicative, non-binding and shall never constitute strict deadlines. The Seller shall only be in default with regard to delivery periods after having been validly served with a written notice of default granting the Seller a reasonable period for performance, which shall be no less than four (4) weeks.
- 4.5 Exceeding any delivery date or delivery period shall never entitle the Buyer to terminate the agreement, claim damages or suspend any obligation resting upon it, except where the delay is attributable to intent or wilful recklessness on the part of the Seller.
- 4.6 The Buyer shall unload the goods at the agreed place of delivery as quickly as possible. Any damage resulting from unnecessary delay shall be borne by the Buyer
- 4.7 The goods shall be sold and delivered subject to the tolerances in dimensions, quantities and weights customary in normal commercial practice, unless expressly agreed otherwise in writing.
- 4.8 The Seller shall not be liable for errors in illustrations or in the indication of prices, dimensions, weights or qualities contained in price lists or any other publications or communications of any kind.

### 5. Force Majeure

- 5.1 Force majeure means any event that makes it more difficult or impossible for the Seller to perform its contractual obligations and the occurrence of which could not reasonably have been foreseen by the Seller at the time the agreement was concluded.
- 5.2 Force majeure shall in any event include, but shall not be limited to, any failure by the Seller resulting from pandemics or epidemics (whether existing or foreseeable at the time the agreement was concluded or not), war or threat of war, government measures and transport prohibitions, terrorism, riots, civil commotion, disturbances, strikes (whether organised or unorganised, including strikes affecting the Seller's suppliers), illness of personnel, occupation of business premises, flooding, transport problems, delays in supply chains, fire, water damage, machinery breakdowns, interruptions in the supply of energy affecting the Seller or the Seller's suppliers, sudden increases in energy prices, as well as any breach of contract by the Seller's suppliers.

- 5.3 Partial performance. If, prior to the occurrence of a force majeure event, the Seller has already partially performed its obligations, or if, as a result of the force majeure event, the Seller is only able to perform part of its obligations, the Seller shall be entitled to invoice separately for the part already delivered or capable of being delivered. The Buyer shall pay such invoice as if it related to a separate agreement.
- 5.4 Reliance on force majeure after the due date. The Seller shall be entitled to invoke force majeure even if the circumstance beyond its control preventing performance of its obligation arises only after the date on which performance should have taken place.
- 5.5 The Seller shall not be liable for any failure to perform its obligations—even in the event of a breach of contract—if such failure is due to force majeure. The Seller shall likewise not be obliged to make delivery to the extent that one of its suppliers is affected by a force majeure event and is thereby prevented from fulfilling its delivery obligations towards the Buyer. In the event of force majeure, the Seller shall be entitled, without judicial intervention, to (a) suspend performance of the agreement, (b) terminate the agreement in whole or in part, or increase the agreed prices and/or reasonably extend the delivery periods, without being liable to pay any compensation to the Buyer.
- 5.6 If the force majeure event has lasted for more than three months, or if it is established that the force majeure event will last for more than three months, either party shall be entitled to terminate the agreement in whole or in part. In such event, the Seller shall not be obliged to compensate the Buyer for any loss or damage.
- 6. Title and Retention of Title**
- 6.1 Subject to the provisions of Clauses 6.2 through 6.11 of this Article, title to the goods shall pass to the Buyer at the time of delivery referred to in Clause 4.1.
- 6.2 The Seller shall retain title to all goods supplied by it to the Buyer, whether paid for or unpaid, pursuant to all agreements concluded between the parties and any related services provided.
- 6.3 If, under these agreements, the Seller has performed or will perform work for the benefit of the Buyer for which the Buyer is required to reimburse the Seller, the aforementioned retention of title shall remain in effect until the Buyer has paid such claims of the Seller in full. The retention of title shall also apply to any claims that the Seller has or may acquire against the Buyer as a result of the Buyer's failure to perform, or termination of the agreement due to the Buyer's failure to perform, one or more of its obligations under the aforementioned agreements.
- 6.4 As long as title to the delivered goods has not passed to the Buyer, the Buyer shall not pledge the goods or grant any third party any other right in respect thereof, except as provided in Clauses 6.8 and 6.9.
- 6.5 With respect to goods that have been delivered and of which title has passed to the Buyer, but which remain in the Buyer's possession, the Seller hereby reserves, in advance, a right of pledge as referred to in Section 3:237 of the Dutch Civil Code (Burgerlijk Wetboek) as additional security for all claims that the Seller may have or acquire against the Buyer on any grounds whatsoever. The Seller shall at all times be entitled, and is hereby irrevocably authorised by the Buyer, to perform all acts necessary to create such right of pledge (including, but not limited to, the creation of the right of pledge by notarial deed or by a registered private deed) and, where necessary, to act on behalf of the Buyer. At the Seller's first request, the Buyer shall immediately cooperate in the creation of such right of pledge.
- 6.6 The Buyer shall exercise due care in storing the goods delivered subject to retention of title and shall store them as the identifiable property of the Seller. The Buyer shall insure the goods against fire, explosion, water damage and theft for the duration of the retention of title and shall, upon the Seller's first request, make the relevant insurance policies available for inspection. Upon the Seller's request, all claims of the Buyer against the insurers in respect of the goods under the aforementioned insurance policies shall be pledged to the Seller in the manner provided for in Section 3:239 of the Dutch Civil Code (Burgerlijk Wetboek) as additional security for the Seller's claims against the Buyer. The final two sentences of Clause 6.5 shall apply.
- 6.7 If the Buyer fails to fulfil its payment obligations towards the Seller, or if the Seller has good reason to fear that the Buyer will fail to fulfil such obligations, the Seller shall be entitled, without prior judicial intervention and without incurring any liability towards the Buyer, to repossess the goods delivered subject to retention of title. Following repossession, the Buyer shall be credited with the market value of the goods, which shall in no event exceed the original purchase price, less the costs incurred in connection with the repossession.
- 6.8 The Buyer shall be entitled, in the ordinary course of its business, to sell and transfer to third parties the goods delivered subject to retention of title. Where such sale is made on credit, the Buyer shall be obliged to stipulate a retention of title in favour of the Buyer vis-à-vis its customers in accordance with the provisions of this Article.
- 6.9 As soon as the Seller so requests, the Buyer undertakes, insofar as such claims have not been pledged to its financing bank, not to assign or pledge to third parties any claims that it acquires against its customers without the Seller's prior written consent. The Buyer further undertakes, as soon as the Seller so requests, to pledge such claims to the Seller in the manner provided for in Section 3:239 of the Dutch Civil Code (Burgerlijk Wetboek) as additional security for any claims the Seller may have against the Buyer on any grounds whatsoever. The final two sentences of Clause 6.5 shall apply.
- 6.10 To the extent that the Seller's retention of title to the delivered goods ceases to exist as a result of accession or the creation of a new object, the Buyer hereby grants the Seller in advance a non-possessory right of pledge over the object formed by accession or the newly created object as security for all amounts that the Buyer owes or may in the future owe to the Seller on any grounds whatsoever. The final two sentences of Clause 6.5 shall apply.
- 6.11 The Seller's retention of title shall not lapse if payment is made to the Seller by a third party that is subrogated to the Seller's claim against the Buyer.
- 7. Price and Payment**
- 7.1 The prices quoted by the Seller, whether given orally, in writing by way of a special quotation or otherwise, are based on any information provided with the request and are exclusive of value added tax (VAT) and any other government levies applicable to the sale and delivery.
- 7.2 All payments shall be made within thirty (30) days from the invoice date, net in cash and without the Buyer being entitled to any discount or set-off unless expressly agreed otherwise. Any alternative payment arrangements must be expressly agreed in writing. The Buyer's right to set off any claims it may have against the Seller or to suspend any of its obligations is expressly excluded.
- 7.3 If the Buyer objects to an invoice issued by the Seller, it must notify the Seller thereof in writing within eight (8) days of the invoice date. If the Buyer fails to lodge its objection in due time, its right to correction of the invoice shall lapse. An objection by the Buyer shall not suspend its payment obligations. This means that, notwithstanding the objection, the Buyer shall pay the invoice within the agreed payment period. The payment period referred to in Clause 7.2

constitutes a strict deadline. Upon expiry thereof, the Buyer shall immediately be in default without any notice of default being required. If, in the Seller's opinion, the Buyer is in a poor financial position, or if bankruptcy proceedings or a suspension of payments have been applied for or declared in respect of the Buyer, the Buyer shall immediately be in default and all claims against the Buyer shall become immediately due and payable.

- 7.4 From the moment the Buyer is in default as referred to in Clause 7.3, the Buyer shall owe interest at the rate of 1.5% per month on the full invoice amount. This interest constitutes a contractual penalty interest that is not subject to judicial reduction and is immediately due and payable, serving solely as an incentive for timely payment. In addition, the Buyer shall at all times owe the statutory commercial interest as compensation for late payment.
- 7.5 All judicial and extrajudicial costs incurred by the Seller in order to enforce the Buyer's obligations shall be reimbursed by the Buyer. Judicial costs shall also include the costs of filing a bankruptcy petition as a means of debt collection. Extrajudicial collection costs shall be fixed at 15% of the amount due, increased by the contractual penalty interest and the statutory commercial interest, with a minimum of €5,000.00, excluding VAT.
- 7.6 Notwithstanding any instructions from the Buyer regarding the allocation of payments, the Seller shall be entitled to apply all payments in such order as the Seller may determine towards any amounts owed by the Buyer in respect of deliveries, interest and/or costs.
- 7.7 The Seller shall be entitled to suspend the delivery of goods if and for as long as the Buyer fails to perform, fails to perform properly or fails to perform in a timely manner any obligation arising under the agreement.
- 7.8 At any time (including where the Seller itself would be in creditor's default), the Seller shall be entitled, if in its reasonable opinion the Buyer's financial position so requires, to demand advance payment or adequate security and, pending receipt thereof, to suspend performance of the agreement in whole or in part.
- 7.9 The prices shall apply only to the goods, services and works specifically referred to in the agreement. Any additional goods supplied, works performed and/or services rendered by the Seller shall be invoiced separately at the prices applicable on the date of delivery or performance of the services.
- 7.10 The prices quoted by the Seller are based on the purchase prices, taxes and other relevant factors applicable at the time the prices are quoted. If, before or after the conclusion of the agreement, one or more of these factors change, the Seller shall be entitled to increase the agreed price accordingly.
- 7.11 The Seller shall be entitled to pass on to the Buyer any increase in cost-determining factors that occurs after the agreement has been concluded. The Buyer shall pay such price increase upon the Seller's first request.
- 7.12 The Buyer waives any statutory rights of suspension and set-off, including where the Buyer has an undisputed or legally established counterclaim against the Seller.
- 7.13 At the Seller's first request, the Buyer shall provide such security for all payments due under the agreement as the Seller, in its sole discretion, considers sufficient. If the Buyer fails to provide such security within the period specified by the Seller, the Buyer shall immediately be in default. In that event, the Seller shall be entitled to terminate the agreement and recover its damages from the Buyer.

## 8. Complaints

- 8.1 The Buyer shall inspect the goods immediately upon delivery to verify whether they conform to the agreement. Any visible defects shall be notified to the Seller in writing within five (5) working days after delivery, notwithstanding

the complaint periods set out in Sections 6:89 and 7:23 of the Dutch Civil Code (Burgerlijk Wetboek). If the Buyer fails to comply with this complaint period, the Seller shall not be required to demonstrate that it has suffered any prejudice as a result. Any hidden defects discovered after delivery shall be notified to the Seller in writing within five (5) working days after their discovery and, in any event, no later than one (1) month after delivery. Upon expiry of these periods, the Seller shall no longer be obliged to consider any complaint and all liability shall lapse.

- 8.2 The Buyer shall keep the goods in respect of which it has identified a defect at the Seller's disposal to enable the Seller to inspect them.
- 8.3 The submission of a complaint shall not suspend the Buyer's payment obligations.
- 8.4 Any legal proceedings must, failing which all rights shall lapse, be commenced no later than one (1) year after the complaint has been notified and must be brought before the court having jurisdiction pursuant to these General Terms and Conditions. Upon expiry of this period, any claim for damages shall lapse.
- 8.5 Any quality requirements or quality standards must be expressly agreed in writing by the Buyer and the Seller. References to standards such as DIN/EN or parts thereof and/or to other quality standards, such as material data sheets, test certificates and testing standards, as well as information relating to types, dimensions, weights and suitability for use, shall not be construed by the Buyer as guarantees or warranties and shall not constitute standards with which the purchased goods must comply, nor shall they constitute declarations of conformity, manufacturer declarations or related marks such as CE and GS. If such quality standards have not been expressly agreed, the Buyer may not rely upon them. Quality standards that have not been agreed can never constitute grounds for the Buyer to claim that the purchased goods do not conform to the agreement. Minor deviations that are customary in the industry or technically unavoidable, including differences in quality, colour, dimensions or finish, shall not constitute a breach of contract and shall not give rise to any right of termination or claim for damages.

## 9. Warranty

- 9.1 The Seller does not warrant that the goods are suitable for any particular purpose or use, unless expressly agreed otherwise in writing. With respect to goods not manufactured by the Seller, the Seller warrants that the goods will function in accordance with the specifications of its supplier during the warranty period provided by that supplier, which period shall commence upon delivery of the product to the Buyer. This warranty shall apply only insofar as the Seller is able to enforce the relevant warranty claim against its supplier. In the event of a suspension of payments, bankruptcy or a similar insolvency situation affecting the Seller's supplier, any warranty claim shall automatically lapse. Deviations from the specifications that do not result in the goods no longer being suitable for the purpose for which the Buyer uses them shall not constitute a breach of contract.
- 9.2 Where the Seller manufactures the goods sold using materials or components supplied by its own suppliers, the warranty on the finished product shall be limited to the warranty received by the Seller in respect of the relevant materials or components from those suppliers.
- 9.3 The Seller's warranty obligation shall be limited as follows. At its sole discretion, the Seller shall repair or replace defective goods or any defective part thereof. However, the costs of removing the defective goods and installing the replacement goods shall be borne by the Buyer. This includes, but is not limited to, transport and travel costs.

- 9.4 The Seller provides no warranty and excludes all liability where:
- A. the goods fail to function as a result of improper use by the Buyer or for reasons other than defects in materials or workmanship;
  - B. the Seller supplies materials or used goods in accordance with the agreement;
  - C. the Buyer is unable to demonstrate the cause of the malfunction of the goods;
  - D. the Buyer has failed to comply fully and strictly with all instructions for the use of the goods and any other applicable warranty conditions.
  - E. the Buyer, on its own initiative, carries out or has third parties carry out modifications and/or repairs to the delivered goods during the warranty period;
  - F. the Buyer fails to fulfil, fails to fulfil properly or fails to fulfil in a timely manner any obligation arising under this agreement or any related agreement, including, without limitation, the obligations regarding inspection and notification of complaints set out in these General Terms and Conditions.
- 9.5 If the Buyer invokes the warranty and it subsequently appears that the goods are not covered by the warranty, the Buyer shall reimburse all costs incurred by the Seller in connection therewith.
- 9.6 Unless expressly agreed otherwise in writing, the Seller shall only be obliged to perform the warranty obligations set out in this Article within the Netherlands.
- 9.7 If a defect has not been reported to the Seller within the applicable warranty period or in accordance with Article 8, the Buyer may no longer rely on that defect in the performance of the agreement.

## 10. Liability

- 10.1 The Seller shall only be liable for damage suffered by the Buyer if the Buyer demonstrates that such damage was caused by the Seller's intent or gross negligence. All other liability is excluded.
- 10.2 Any liability of the Seller for consequential loss suffered by the Buyer is expressly excluded. Consequential loss includes, but is not limited to, loss of profit, business interruption, labour costs, interest costs, repair costs, transport costs and penalties.
- 10.3 The Seller's liability for damage shall in any event be limited to the amount paid out under the Seller's insurance policy in the relevant case, increased by the applicable deductible. If, for any reason whatsoever, no payment is made under such insurance, the Seller's liability shall be limited to the invoice amount excluding VAT, or, where applicable, to the amount invoiced for the relevant transaction or for the goods to which the liability relates. Any further liability of the Seller is expressly excluded.
- 10.4 Damage shall in any event include (but shall not necessarily be limited to) damage arising from non-conformity, attributable failure to perform, termination of the agreement and tort. Any claim for damages must be brought before the competent court designated in these General Terms and Conditions within one (1) year after the Seller has been held liable by the Buyer. Upon expiry of this one-year period, all legal claims, including claims for performance and/or damages, shall lapse. This limitation period is not subject to suspension or interruption.
- 10.5 The Buyer shall indemnify the Seller against all possible claims by third parties arising from the Seller's failure to perform its obligations under an agreement and these General Terms and Conditions. The Buyer shall furthermore indemnify the Seller against third-party claims relating to damage arising in connection with the performance of an order. If a third party asserts a claim against the Seller in respect of damage for which the Seller and/or such third party may hold the Seller liable, the Buyer shall notify the

Seller thereof in writing within eight (8) days after the third party has asserted such claim. The Buyer shall settle such claims only in consultation with the Seller, failing which the Buyer shall forfeit any claims it may have against the Seller.

## 11. Customer-Specific Materials

- 11.1 Customer-specific material means material that has been specifically manufactured or adapted by or on behalf of the Seller for the Buyer and that is specifically required by the Buyer for its business and/or projects. Unlike generic goods, such customer-specific material is of use only to the Buyer. Pursuant to a separate agreement, the Seller shall manufacture and/or procure such customer-specific material for the Buyer in a specified quantity and hold it in stock.
- 11.2 The Seller shall maintain a stock of customer-specific material for the benefit of the Buyer in accordance with the agreed delivery schedule for a period to be specified in the agreement. This period shall constitute the fixed term of the agreement. The Seller shall store such stock at an address designated by the Seller at the Buyer's expense and risk. The Seller shall at all times be entitled to transfer such stock to another location. The Buyer shall bear the transport costs and the risk during transport.
- 11.3 The Buyer shall ensure that the customer-specific material is adequately insured (including, but not limited to, against fire, theft and natural disasters). If the stock is lost in whole or in part for any reason whatsoever, the agreement shall automatically terminate, the Seller shall no longer be obliged to deliver the goods and shall not be liable for any damage suffered by the Buyer, except in the event of intent or gross negligence on the part of the Seller. Article 10 shall apply accordingly.
- 11.4 The Buyer undertakes to purchase the quantity of stock specified in the agreement at the agreed price and on the delivery dates and/or times expressly designated as strict deadlines.
- 11.5 The Buyer shall take the initiative in requesting delivery in accordance with these strict delivery deadlines and shall strictly comply with the agreed delivery dates and/or times. Under no circumstances may the Buyer postpone such delivery dates and/or times. The parties expressly agree that these delivery dates and/or times constitute strict deadlines, and upon the mere expiry thereof the Buyer shall immediately be in default vis-à-vis the Seller, without any notice of default being required, and shall immediately become liable for damages and contractual penalties. The Buyer expressly waives any right to invoke force majeure and/or unforeseen circumstances in this respect.
- 11.6 The Buyer guarantees that, at the time of delivery of all or part of the stock, the sales value of the materials to be delivered (see Article 2 below) falls within the credit limit granted to the Buyer and available at that time under the Seller's credit insurance policy. If, for whatever reason, the available credit limit is insufficient, the Buyer shall immediately be in default, shall be liable for damages and contractual penalties, and the Seller's obligation to deliver within the agreed timeframes shall lapse. The Seller may alternatively elect to suspend its delivery obligations until the Buyer again falls within the available credit limit. In that event, the Buyer shall, without prior notice, immediately pay all amounts owed, even if such amounts have not yet been invoiced and/or have not yet become due and payable. In such case, upon the Seller's first demand, the Buyer shall provide security in the form of an unconditional first-demand bank guarantee issued by a reputable Dutch bank for the total outstanding amount under the agreement (including interest, costs and penalties), and the Seller shall be entitled to require advance payment from the Buyer for each subsequent partial delivery.

- 11.7 Should the term of the agreement unexpectedly be exceeded, the Seller shall be entitled to increase the purchase price unilaterally.
- 11.8 Delivery shall be made Carriage Paid To (CPT) in accordance with the ICC Incoterms, meaning carriage paid to the agreed place of destination, unless expressly agreed otherwise in writing. Under CPT delivery, the Seller shall have fulfilled its delivery obligations as soon as the goods have been handed over to the carrier. All remaining risks shall thereafter pass to the Buyer. For the remaining delivery conditions, reference is made to Article 4 of these General Terms and Conditions of Sale and Delivery.
- 11.9 If the Seller changes the delivery address, all additional costs resulting therefrom may be charged to the Buyer. The Seller's records shall constitute conclusive evidence thereof.
- 11.10 If the Buyer commits an attributable breach of contract (including, without limitation, breach of its purchase, payment or guarantee obligations or exceeding the available credit limit), the Seller shall be entitled to terminate the agreement with immediate effect without prior notice of default, and the Buyer shall be liable for damages. In all cases (including where the agreement continues), the Buyer shall immediately owe the Seller, without prior written notice of default, a contractual penalty of at least 25% of the total value of the stock, and in all cases not less than €5,000 per breach. This contractual penalty serves as an incentive for performance and shall not replace the Seller's right to claim damages (Section 6:92 of the Dutch Civil Code is expressly excluded). The Buyer waives its right under Section 6:94(1) of the Dutch Civil Code to request judicial mitigation of the contractual penalty.
- 11.11 In addition to the contractual penalty, the Seller shall be entitled to claim damages including, but not limited to, an increase in the purchase price corresponding to financing costs (EURIBOR + 1% per annum) and storage costs (currently at least €75 per m<sup>2</sup> per year, or €... per tonne<sup>1</sup>). The Buyer's purchase obligations and its obligation to remain within the applicable credit limit shall continue to apply.

## 12. Termination / Cancellation

- 12.1 The Seller shall be entitled to terminate this agreement with immediate effect, without judicial intervention and without being liable for any compensation whatsoever, by registered letter if:
- the Buyer refuses, upon first request, in the circumstances referred to in Clause 7.8, to make advance payment or provide adequate security;
  - the Buyer applies for a suspension of payments, files for its own bankruptcy, or if a third party files a petition for the Buyer's bankruptcy, or if the Buyer is dissolved and/or ceases its business activities and/or ceases to pursue its statutory objects, resolves to liquidate, otherwise loses its legal personality, transfers its business or merges, and/or offers an out-of-court composition to its creditors, and/or any attachment is levied against any part of its assets;
  - the Buyer dies;
  - the Buyer fails to perform, fails to perform fully, fails to perform properly or fails to perform in a timely manner any obligation arising under the agreement towards the Seller and, despite having been requested to do so, fails to remedy such default within five (5) working days after such request.
- 12.2 Cancellation by the Buyer of a concluded agreement shall only be possible with the Seller's prior express written consent. Without prejudice to the Seller's right to full compensation for the actual loss suffered, in the event that

an agreement is terminated due to the Buyer's failure to fulfil its obligations or where the Seller agrees to the Buyer's cancellation of an order, the Seller shall be entitled to a contractual penalty serving solely as an incentive for performance. The amount of this contractual penalty shall depend on the period that has elapsed between the conclusion of the agreement and the moment at which the agreement is terminated by the Seller or cancelled by the Buyer, in relation to the agreed delivery date. Unless expressly agreed otherwise in writing, the contractual penalty shall in any event be determined in accordance with the following scale:

- Termination/cancellation within the first quarter (¼) of the agreed period: 25% of the agreed amount;
- Termination/cancellation after the first quarter (¼) but before half (½) of the agreed period: 50% of the agreed amount;
- Termination/cancellation after half (½) of the agreed period but before the agreed delivery date: 100% of the agreed amount;

## 13. Disputes

- 13.1 The competent court in the district where the Seller has its registered office shall have exclusive jurisdiction to hear any disputes arising out of or in connection with the agreement, unless mandatory law provides otherwise. Notwithstanding the foregoing, the Seller shall be entitled to submit the dispute to the court having jurisdiction pursuant to applicable law.
- 13.2 This agreement and any agreements resulting therefrom shall be governed by Dutch law. To the extent that the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) apply to any agreement, such provisions shall not apply insofar as they conflict with any provision of these General Terms and Conditions. In such event, the provisions of these General Terms and Conditions shall prevail.

## 14. Miscellaneous

- 14.1 If any provision of these General Terms and Conditions of Sale and Delivery is or becomes wholly or partially invalid or void, this shall not affect the validity of the remaining provisions of these General Terms and Conditions of Sale and Delivery.
- 14.2 The parties undertake to replace any invalid or void provision with a valid provision that most closely reflects the intended purpose of the invalid or void provision. The same shall apply in the event of any contractual omissions.

### Additional General Terms and Conditions for tk accelis Materials Nederland B.V. (General Terms and Conditions of Sale and Delivery) – Specifically for the Business-to-Business (B2B) Webshop

These Additional General Terms and Conditions are intended to supplement the aforementioned General Terms and Conditions and shall apply specifically to, and in addition to, the General Terms and Conditions, to Buyers purchasing from the Seller through the Seller's Business-to-Business (B2B) webshop.

Specifically for the purposes of complying with the information obligations set out in Section 3:15d of the Dutch Civil Code (Burgerlijk Wetboek), reference is made to Clause 1.1, which identifies the Seller as: tk accelis Materials Nederland B.V., a private

<sup>1</sup> The Seller shall be entitled to adjust this amount of storage costs unilaterally to reflect the actual costs incurred and to charge the actual costs incurred accordingly.

company with limited liability (besloten vennootschap met beperkte aansprakelijkheid).

- Address: Taylorweg 7, 5466 AE Veghel, the Netherlands.
- Tel.: +31 (0)413 34 89 00.
- Postal address: P.O. Box 11, 5460 AA Veghel, the Netherlands.
- E-mail address: info.mx.nl@tkaccelis.com
- Website: www.thyssenkrupp-materials.nl
- Chamber of Commerce No.: 16017990.
- VAT No.: NL001422844B01

## § 1 Scope of Application, Buyers and Language

1. These General Terms and Conditions of Delivery and Payment (General Terms and Conditions of Sale and Delivery), together with the general part of these General Terms and Conditions of Sale and Delivery, shall apply to all business relationships between the Seller and its Buyers entered into through the current webshop, *shop.thyssenkrupp-materials.nl*, or any other webshop introduced by the Seller at a later date (the "Webshop"). Any deviating general (purchase) terms and conditions of the Buyer shall not apply and are expressly rejected unless the Seller has expressly agreed in writing to their applicability.

2. The products offered through the Webshop are intended exclusively for entrepreneurs, or other business entities acting solely in the course of their trade, business or profession, i.e. natural persons or legal entities acting in the exercise of their commercial or independent professional/business activities when conducting business with the Seller, as well as public law legal entities and public law funds. Sales to consumers are expressly excluded. By registering for the use of the Webshop and placing an order, Buyers confirm that they are acting in a commercial or business capacity. During the ordering process, Buyers are therefore required to provide their VAT number, Chamber of Commerce registration number and the statutory company name as registered with the Chamber of Commerce. Without this information, no order can be placed. Only after the Seller has manually verified that the Buyer is a business entity acting in the course of its trade, business or profession, and not a consumer, and has granted the Buyer access to "My Account", may the Buyer purchase or order the Seller's products through the Seller's Webshop and may an agreement be concluded.

3. All agreements concluded between the Seller and the Buyer are expressly business-to-business (B2B) transactions and do not constitute a consumer sale within the meaning of Section 7:5(1) of the Dutch Civil Code (Burgerlijk Wetboek). These B2B transactions shall be governed exclusively by the general rules relating to contracts of sale contained in Books 6 and 7 of the Dutch Civil Code, except to the extent expressly deviated from in these General Terms and Conditions. All (mandatory) national and/or European legal provisions concerning consumer protection, including, without limitation, rules relating to consumer sales and/or distance selling, shall not apply and are expressly excluded. Accordingly, the Buyer shall not, for example, be entitled to any statutory cooling-off period. The right of withdrawal under Section 6:230o of the Dutch Civil Code is expressly excluded. The Buyer shall likewise have no right of withdrawal, termination or rescission in respect of any agreement once concluded and shall have no right to reimbursement of the purchase price, as would otherwise apply to a consumer purchaser under mandatory national and/or European legislation. Returns shall only be accepted with the Seller's express prior consent.

4. All agreements concluded through the Webshop shall be entered into in either Dutch or English, depending on the language selected by the Buyer.

## § 2 Ordering Process and Formation of the Agreement via the Webshop

1. The Webshop presents a non-binding product catalogue of the Seller.

2. The Buyer may select products from this catalogue and add them to its electronic shopping cart. Before placing a specific order, the Buyer may review and modify all products in the shopping cart. By

clicking the "Place Binding Order" button, the Buyer submits a unilateral binding offer to purchase the products contained in the shopping cart. The Buyer's offer may only be submitted and transmitted if the Buyer confirms its acceptance of these General Terms and Conditions as part of the agreement to be concluded by selecting the relevant checkbox. By accepting these General Terms and Conditions of Sale and Delivery, the Buyer declares that it has taken note of them, has received a copy thereof and expressly waives the applicability of any of its own general (purchase) terms and conditions, even if the Buyer has declared such terms applicable at an earlier stage. The Seller's General Terms and Conditions of Sale and Delivery are thereby accepted by the Buyer and form an integral part of, and supplement to, the terms of the relevant purchase agreement relating to all products included in the shopping cart.

3. Immediately after placing its order, the Buyer shall receive an automatic acknowledgement of receipt (Order Summary) by e-mail, setting out the Buyer's complete order, which may be printed by the Buyer. This acknowledgement merely confirms that the Seller has received the Buyer's order/offer; it does not constitute acceptance by the Seller of the Buyer's offer and therefore does not result in the formation of an agreement.

4. An agreement shall only be concluded when the Seller issues an express acceptance in text form (Order Confirmation) and dispatches the ordered goods. The Seller may accept the Buyer's offer, without being obliged to do so, within two (2) weeks. If the Seller does not accept the Buyer's offer within this period, no agreement shall come into existence, unless the Seller elects to accept the offer at a later date. The Seller shall notify the Buyer thereof without undue delay.

5. Alternatively, the Buyer may save a shopping cart as a quotation request. Provided that such quotation request has not expired, the Buyer may subsequently convert it into a binding order via "My Account" on the Seller's website. In such case, the agreement with the Seller shall come into existence when the Buyer clicks the "Place Binding Order" button before expiry of the validity period stated in the quotation request, and the Seller issues an express acceptance in text form (Order Confirmation) and dispatches the ordered goods.

6. Upon issuing the acceptance, the Seller shall provide the Buyer with the agreement (consisting of the quotation, the General Terms and Conditions of Sale and Delivery and the Order Confirmation). The Buyer may consult these documents at any time in its "My Account" environment. The General Terms and Conditions of Sale and Delivery are also available in the Webshop without logging in and may be consulted at: <https://www.thyssenkrupp-materials.nl/levering>.

7. Unless otherwise agreed, the non-binding delivery periods shall commence on the date of the acceptance and shall apply only provided that all details of the order are clear and the Buyer has fulfilled all of its obligations in a timely manner. Reference is also made to Article 4 of the general part of these General Terms and Conditions.

8. The Seller shall not be liable for any damage resulting from internal or external failures, disruptions and/or the loss of data of any kind in the Webshop and/or at third parties, except in the event of intent or wilful recklessness on the part of the Seller, the burden of proving such intent or wilful recklessness resting with the Buyer.

9. At every stage of the purchasing process, including after the agreement has been concluded, the Seller shall be entitled to refuse a Buyer and/or terminate or cancel an agreement already concluded if a review by the Seller of the Buyer's credit limit gives the Seller reason to do so

## § 3 Prices

1. All prices displayed in the Webshop and in the Buyer's shopping cart are net prices exclusive of statutory VAT. Prices exclude any surcharges for small orders and certificate costs. Transport is included unless otherwise agreed, and packaging costs shall be stated separately on the invoice based on the materials actually used.

2. Any agreed discount shall apply exclusively to the net total value of the goods and shall always be subject to the Buyer having fully satisfied all of its payment and other obligations due at the time the discount is granted.

3. Reference is also made to Article 7 of the general part of these General Terms and Conditions.

## § 4 Payment Processing

1. The payment terms shall be based on the contractual arrangements agreed in the order and the Seller's acceptance. Unless otherwise agreed, the purchase price shall be payable immediately and in advance or, at the Seller's discretion, no later than immediately upon delivery without any cash discount, and shall be paid in such a manner that the Seller has the purchase price at its disposal on the date of the order and, at the latest, on the due date. The Buyer shall bear the costs of any payment transactions.

2. Where payment on account has been agreed, the Seller's invoices shall become due and payable within ten (10) days after delivery of the goods and receipt of the invoice by the Buyer.

3. If the payment term is exceeded or in the event of default in payment, Articles 7.4 and 7.5 of the general part of these General Terms and Conditions shall apply (see above). In such event, the Buyer shall owe a contractual default interest penalty of 1.5% per month on the full invoice amount. This contractual penalty interest shall not be subject to judicial mitigation, shall be immediately due and payable and shall serve solely as an incentive for timely payment. Extrajudicial collection costs shall be fixed at 15% of the amount due.

4. The Buyer waives any statutory rights of suspension and set-off, including where the Buyer has undisputed or legally established counterclaims against the Seller.

## § 5 Redemption of Vouchers

1. From time to time, the Seller issues vouchers to Buyers for the purchase of goods in the form of digital voucher codes, which Buyers may redeem during the ordering process in the Webshop. The issuance of vouchers shall be at the Seller's sole discretion; Buyers shall have no entitlement to the issuance of vouchers.

2. In order to redeem a voucher, the relevant voucher code must be entered in the designated input field before the ordering process is completed. Retroactive application of vouchers is not possible.

3. The deduction of the fixed or percentage discount granted by a voucher for orders placed through the Webshop shall be applied automatically before the relevant payment process. Only one voucher code may be used per order, and, in the case of vouchers granting a fixed discount amount on the order value, the total value of the goods in the order must be at least equal to the amount of the discount. Vouchers cannot be redeemed for cash and shall not bear interest.

4. Voucher codes may be redeemed from the date of issue until the expiry of the applicable validity period. All conditions communicated in text form in connection with the issuance of vouchers shall apply. If the conditions of a voucher differ from these redemption conditions, the conditions of the voucher shall prevail.

5. If the Buyer cancels a purchase made through the Webshop in respect of which a voucher has been redeemed, the discount granted shall not be refunded.

## § 6 Quantities, Dimensions and Weights

1. All information provided in the Webshop regarding dimensions and weights, as well as illustrations, is approximate only, but has been determined as accurately as possible.

2. Types and dimensions shall be determined in accordance with the agreed standards. References to standards such as DIN/EN or parts thereof and/or to other quality standards, such as material data sheets, test certificates and testing standards, as well as information regarding types, dimensions, weights and suitability, shall not be construed by the Buyer as guarantees or warranties and shall not be regarded as standards with which the purchased goods must comply, nor as declarations of conformity, manufacturer's declarations or associated markings such as CE and GS.

3. The weights determined by the Seller or its supplier shall be decisive. The Seller shall be entitled to determine the weight without weighing, in accordance with the standard (theoretical) weight plus 2.5% (commercial weight). The Seller may also determine the weight theoretically, without weighing, on the basis of the length or surface area of the products, whereby the dimensions may be determined in accordance with recognised statistical methods. The number of items, bundles, etc. stated on the delivery note shall not be binding for goods charged by weight. Unless individual weighing is customary, the total weight of the shipment shall apply. Any differences from the calculated individual weights shall be apportioned pro rata.

4. The Seller may refuse Buyers located outside its delivery area where they are unwilling to collect the products within the delivery area served by the Webshop. The Seller shall be entitled to offer different prices, payment methods and delivery areas on different websites. The Seller shall be entitled to charge different shipping costs for different countries and shall not be required to take into account any products that are prohibited in countries outside its delivery area.