

General Terms and Conditions of Sale of thyssenkrupp Materials Processing Europe Sp. z o.o.

1. Scope, offers

1.1. These General Terms and Conditions of Sale (hereinafter referred to as the "GTCS") constitute general terms and conditions of contracts within the meaning of Art. 384 of the Civil Code and shall apply to sales, supply, service and other contracts concluded by thyssenkrupp Materials Processing Europe Sp. z o.o. with its registered office in Dąbrowa Górnicza (hereinafter: tk MPE PL) with entrepreneurs (hereinafter: Buyers).

1.2. The GTCS constitute an integral part of contracts and are binding on the parties to the full extent, unless the parties decide otherwise. The Buyer is obliged to observe all the regulations specified in these GTCS. Placement of an order by the Buyer is tantamount to the Buyer accepting the GTCS at the moment the order is placed. Any deviations from these GTCS shall not be considered by tk MPE PL, regardless of whether they are communicated to tk MPE PL by the Buyer, even if they are not expressly excluded by tk MPE PL, e.g. in the offer and/or order confirmation and/or contract, etc., unless they are mutually agreed in writing.

Any correspondence from tk MPE PL, including offers, order confirmations, agreements, general terms and conditions of cooperation, or the fact of delivery of the product or acceptance of payment, shall not be construed as a tacit acceptance of the Buyer's requirements unless they are expressly accepted by tk MPE PL. The requirements/specifications/sales conditions/purchase conditions/trade cooperation conditions specified by the Buyer, or any other conditions governing the legal and business relations between tk MPE PL and the Buyer, are

accepted under the legal and business relations only to the extent that they are in compliance with the GTCS or in the case of their explicit acceptance by tk MPE PL.

1.3. Proposals made by tk MPE PL, in particular information and data contained in catalogues, brochures and price lists, do not constitute an offer within the meaning of the Civil Code unless expressly stated in writing.

1.4. In the event of doubt, the latest version of the Incoterms shall apply to the interpretation of the commercial clauses.

2. Prices

2.1. Unless otherwise agreed, the Parties are bound by the prices and conditions agreed at the conclusion of the contracts.

2.2. The prices stipulated in the contracts are net prices, which must be increased by the value-added tax due or other taxes or public charges due according to the legal regulations, in the amount applicable on the day of issuing the VAT invoice.

3 Payment and settlement

3.1. Unless otherwise agreed in the contracts or stated in the order, the price is payable by bank transfer within 30 days from the date of the VAT invoice to the bank account specified therein. The date of payment shall be the date on which tk MPE PL's bank account indicated on the invoice is credited. The costs of processing the payment transaction shall be borne by the Buyer.

3.2. If the Buyer is late in paying the price, tk MPE PL shall be entitled to charge interest at the statutory rate. tk MPE PL reserves the right to claim damages in excess of the above-mentioned interest.

3.3. If any discounts and allowances are agreed on, it shall always refer solely to the delivery value, excluding freight, and assume the complete settlement of all outstanding claims of the Buyer at the time of applying and benefiting from such discounts and allowances. Unless otherwise agreed, the deadlines for the application of the discounts and allowances shall commence on the date of the VAT invoice.

3.4. tk MPE PL shall be entitled to set off the amounts due to tk MPE PL by the Buyer against the claims of the Buyer against tk MPE PL, and both are due and can be pursued before a court or other state authority, regardless of the legal title.

4. Securities

tk MPE PL shall have the right to make delivery dependent on the provision of payment security by the Buyer in a form approved by tk MPE PL, e.g. in the form of a letter of credit, guarantee, secured promissory note or advance payment.

5. Deliveries and delivery times

5.1. Timely delivery by tk MPE PL is conditional on timely delivery of the feedstock ordered by tk MPE PL for the purpose of fulfilling the Buyer's orders from feedstock suppliers. If, due to the lack of the feedstock required by tk MPE PL to carry out the Buyer's orders, it is not possible to complete the delivery within the period agreed upon by the parties, tk MPE PL shall deliver the goods ordered as soon as the material is procured or at any other time agreed between the parties.

5.2. Unless otherwise agreed in the contracts or stated in the order, delivery is carried out by a carrier or freight forwarder engaged by tk MPE PL, to the address indicated by the Buyer in the order. If the address to which delivery is to be made is not indicated by the Buyer in the order in question, the

delivery shall be made to one of the following locations, at tk MPE PL's discretion:

- to any place where the Buyer's business is carried out,
- to the Purchaser's address indicated in the Register of Entrepreneurs of the National Court Register or in the Central Registration and Information on Businesses,
- to the place to which previous deliveries were made.

5.3. Delivery periods shall commence upon confirmation of order acceptance by tk MPE PL and shall only be applicable if all order details have been agreed upon in time and all obligations of the Buyer have been fulfilled in time, including, in particular, submission of all official certificates and provision of adequate securities to tk MPE PL.

5.4. Failure by tk MPE PL to meet the delivery dates shall entitle the Buyer to withdraw from the contract only after an additional period of no less than 45 days has been granted to tk MPE PL in writing.

5.5. In the event of a delay in delivery, tk MPE PL shall be liable in accordance with the provisions of clause 12 for proven damages incurred by the Buyer due to the delay in delivery.

tk MPE PL shall immediately notify the Buyer of the expected delivery period. Upon learning of the delay time, the Buyer shall immediately inform tk MPE PL of the amount of the anticipated damage due to the delay. If the anticipated damage due to the delay exceeds 20% of the value of the delivery in respect of which the delay occurs, the Buyer shall be obliged to make immediate efforts to reduce the damage or to make use of the substitute purchase options indicated by tk MPE PL in order to reduce the damage when withdrawing from the

contract relating to the delivery in respect of which the delay occurs. In such a case, tk MPE PL shall be obliged to reimburse all documented additional costs for substitute purchases of up to 20% of the value of the order in question, as well as proven damages incurred in the meantime due to the delay in delivery. If the Buyer fails to fulfil its obligations related to reducing damages as described above, tk MPE PL's liability for proven damage due to the delay shall be limited to a maximum of 20% of the value of the delayed delivery.

6. Retention of title

6.1. The goods shall remain the property of tk MPE PL (retained goods) until all amounts due for the relevant delivery of goods have been paid in full. tk MPE PL may assign its rights regarding the Buyer under the contract to a third party.

6.2. If the Buyer processes the retained goods or combines or mixes such goods with other items (or assets) in such a way that the restoration to the previous state would involve excessive difficulties or costs, tk MPE PL shall be deemed to have become co-owner of the new item (or asset) resulting from the processing, combination or mixing. Shares in joint ownership shall be determined according to the ratio of the value of the items processed, combined or mixed.

6.3. The Buyer shall not dispose of the goods subject to retention of title prior to payment of all amounts due for the relevant delivery of goods.

6.4. In the event of a delay in the payment of the amount due for a given delivery or failure of the Buyer to repurchase a promissory note, tk MPE PL shall be entitled, at its discretion, irrespective of other provisions of these GTCS, to demand the return of goods delivered to the Buyer and not paid for, or the return of an item created as a result of

their processing, combining or mixing, or demand payment for the goods.

6.5. If tk MPE PL requests the return of the goods delivered, the Buyer shall be obliged to return the goods issued and not paid for at his own cost and risk within 14 days of tk MPE PL's request. The costs of return shall include, in particular, the costs of loading, transport and unloading at the place indicated by tk MPE PL. Tk MPE PL shall also have the above rights if, after the conclusion of a contract, it becomes highly probable that the claims of tk MPE PL under a given contract concluded with the Buyer are at risk due to the Buyer's insufficient financial capacity.

6.6. If the value of the security established exceeds the secured claims, including incidental claims (interest, costs or other), by more than 10%, tk MPE PL shall be obliged to release, at the Buyer's request, part of the securities at tk MPE PL's choice.

7. Grades, dimensions, weights and other requirements

7.1 Grades and dimensions shall be defined on the basis of the DIN/EN standards or technical specifications valid at the time of conclusion of the contract, or, in the absence thereof, on the basis of mutual agreement or commercial customs. Deviations in grade, dimension and weight are permissible within the range specified in the DIN/EN standards. References to standards, technical specifications or quality and inspection certificates do not constitute obligations or guarantees, nor are they to be understood as declarations of conformity, manufacturer's declarations and the corresponding CE and GS markings.

7.2. If the Buyer requires the goods to comply with additional legal and regulatory requirements different from those applicable in the countries belonging to the European Union and other than those provided for in the Polish law, the Buyer shall be obliged to provide tk MPE PL with the detailed content of such requirements together with the request for quotation and subsequently with the order. This also applies to the legal and regulatory requirements applicable in the country of receipt and in the country specified by the Buyer as the destination country. The requirements referred to above will only be met if they are expressly accepted by tk MPE PL in the order confirmation.

7.3. tk MPE PL shall deliver goods with the parameters specified by the Buyer in the order only if those parameters have been expressly accepted in the order confirmation. tk MPE PL shall not be liable either for the designation and manner of application (use) / processing of the goods ordered or for the correct selection of goods for the products manufactured by the Buyer or its downstream customers.

7.4. With regard to weight values, weighings by tk MPE PL or tk MPE PL's sub-suppliers shall be authoritative. The basis for determining the price of the goods is the gross weight of the goods, i.e. the net weight of the goods along with the packaging. The proof of weighing shall be a weighing slip. As far as legally permitted, the weight may be determined theoretically on the basis of existing standards without weighing. This shall not include the customary tolerances. The quantities of coils, bundles, etc., stated in the shipping documents shall not be binding for goods settled by weight. If it is not customary to weigh the individual components of a consignment, then the total weight of the

consignment shall be binding. Any difference between the total weight and the sum of the weights of its individual components shall be distributed proportionally between the weights of those components.

8. Collection by the Buyer

8.1. If it has been agreed that the Buyer shall collect the goods delivered on its own, the collection may take place immediately after notification of readiness for collection at the delivering plant or at tk MPE PL warehouse. The costs of collection shall be borne by the Buyer.

8.2. If, through no fault of tk MPE PL, the collection is not carried out, does not take place on time or is incomplete, tk MPE PL shall be entitled to dispatch the goods or store the goods at the expense and risk of the Buyer and issue a VAT invoice on that account.

9. Shipment, assumption of risk, packaging, partial delivery

9.1. In the case indicated in item 5.2, the designation of the transport route, the means of transport and the freight forwarder or carrier shall lie with tk MPE EN.

9.2. If, through no fault of tk MPE PL, the transport of the goods included in the delivery on the originally envisaged route or to the envisaged place within the assumed deadline proves impossible or considerably hindered, tk MPE PL shall have the right to deliver the goods by a different route or to another place agreed with the Buyer. The resulting additional costs shall be borne by the Buyer.

9.3. Upon handing over the goods to the freight forwarder or carrier, the benefits and burdens as well as all risks associated with the goods, in particular the risk of damage and loss of the goods,

shall pass to the Buyer. If the Buyer collects the goods on its own, pursuant to the provisions of item 8 of the GTCS, the benefits and burdens, as well as the risk of damage and loss of the goods, shall be transferred to the Buyer at the moment of placing the goods for collection. tk MPE PL shall insure the goods at the Buyer's expense solely upon the Buyer's express written order.

9.4. The goods shall comply with the usual requirements for the given type of goods and shall be packaged or unpackaged in accordance with the relevant laws and standards of tk MPE PL. The costs of packaging and other protective measures shall be borne by the Buyer.

9.5. tk MPE PL shall be entitled to make partial deliveries.

10. Long-term collective orders with continuous deliveries

10.1. In continuous supply contracts, the Parties shall specify the division of the goods into product categories broken down by specific months or other periods in delivery schedules.

10.2. If the sum of the quantities of the goods stated in delivery schedules for particular months and periods exceeds the total quantity of the goods stipulated in the contract, tk MPE PL is entitled, but not obliged, to deliver a larger quantity of the goods. The goods exceeding the quantities stipulated in the contract shall be delivered at the prices specified in the contract or at the time of delivery.

11. Liability for defects

11.1. The goods comply with the contract if, at the time when risk passes to the Buyer, they do not deviate or deviate insignificantly from the specification agreed upon by the parties. The compliance of the goods with the contract and their

non-defectiveness shall only be established on the basis of unequivocal quality and quantity arrangements with respect to the ordered goods. Liability for the intended use and specific suitability for particular applications shall only apply to the extent that this has been expressly agreed and confirmed in writing. In other cases, the risks associated with the intended use and suitability for specific applications as well as the risks arising from technological limitations shall be borne solely by the Buyer. tk MPE PL shall not be liable for the deterioration, destruction and improper use or handling of the goods after the risk has passed to the Buyer.

11.2. The Buyer shall immediately inspect the goods upon receipt. Claims for defects will only be considered if the Buyer immediately submits a written request for the removal of the defects. The Buyer shall notify tk MPE PL in writing of any latent defects immediately upon their discovery, but no later than before the expiry of the contractual or statutory warranty period.

11.3. If the goods are defective and the complaint has been accepted, tk MPE PL may, at its own discretion, remove the defect or provide the Buyer with goods free from defects; however, tk MPE PL stipulates that the date of delivery of goods free from defects depends on the manufacturer's production capacity. If tk MPE PL fails to remove the defect or provide the Buyer with goods free from defects within the time limit indicated by it, the Buyer may set an additional time limit for the performance of such activities, upon ineffective expiry of which it may either demand a reduction in the purchase price or withdraw from the contract. If the Buyer withdraws from the contract, the Buyer shall return the goods and tk MPE PL

shall refund the price paid by the Buyer. Further claims of the Buyer, including any other losses, consequential costs, etc., are hereby excluded. This is without prejudice to the provisions of section 12. tk MPE PL shall not be liable for the Buyer's lost profits. The Buyer is not allowed to unilaterally charge tk MPE PL with costs or reduce the amounts indicated in invoices.

11.4. In the case of legal defects in the goods, the Buyer has the right to demand the removal of such defects within two weeks of their discovery. In other cases, the provisions of section 11.3 shall apply.

11.5. If the Buyer has not found any defects in the delivered goods upon their receipt as a result of a failure to inspect or to exercise due diligence when inspecting the goods, the Buyer's right to demand the removal of defects shall be excluded.

11.6. The Buyer shall send necessary data that are a prerequisite for the initiation of the complaint procedure. Data such as the actual weight of the non-conforming material, material identification data (grade, dimension, coil number, delivery date), a detailed description of the problem and its occurrence, as well as photographic documentation are necessary for the initiation of the complaint procedure. In the absence of the above-mentioned information, the complaint procedure shall not be initiated and any claims shall be deemed unjustified. In the case of complaints filed and registered in the system of tk MPE PL, in the absence of necessary information to process them, the complaints will be rejected after 60 days in terms of quality and technical aspects.

In the case of filing a complaint, the Buyer shall immediately give tk MPE PL an opportunity to inspect the goods that are the subject matter of such

complaint. At the request of tk MPE PL, the Buyer shall make the goods that are the subject matter of the complaint or a sample thereof available. Additional quality costs arising, for example, from sorting, material testing, etc. are not accepted by tk MPE PL.

In the case of unjustified complaints, tk MPE PL reserves the right to charge the Buyer with the costs of freight and handling of the goods as well as the costs of quality control and additional physical and chemical tests.

Due to the nature of the delivered goods, which are semi-finished steel products, complaints and notifications are not accepted if the level of defectiveness of the actually non-conforming material in relation to the quantity of the delivered batch does not exceed 1%. Material defects are considered in terms of conformity with the order in relation to the applicable material standards.

11.7. In the case of goods sold as declassified material (e.g. the so-called grade 2a), the Buyer shall not be entitled to assert claims for defects that should be taken into account in the case of such goods.

11.8. Warranty for defects is hereby excluded.

12. General limits of liability

Unless otherwise stipulated in the GTCS, tk MPE PL shall only be liable for the breach of material contractual obligations in the case of wilfulness or gross negligence on the part of tk MPE PL. In other cases, the liability of tk MPE PL is hereby excluded. tk MPE PL shall not be liable for the Buyer's lost profits.

13. Proof of export, value added tax

In the case of deliveries from the Republic of Poland to another EU Member State, the buyer

shall provide tk MPE PL with its valid identification number for intra-community transactions, under which it conducts its business activity in an EU Member State other than Poland, and present documents that unequivocally confirm that the goods delivered by tk MPE PL were exported from Poland and delivered to the buyer in another EU Member State, in particular: shipping documents received by the carrier (forwarder) responsible for the export of goods from the territory of Poland, which unequivocally indicate that the goods were delivered to their destination in another EU Member State. In the absence of shipping documents that unequivocally indicate that the goods were delivered to their destination in an EU Member State other than Poland, the Buyer shall present other documents unequivocally confirming the delivery of goods to the recipient in the destination country (such as insurance and freight documents, documents confirming the payment for the goods, acknowledgement of receipt of the goods by the buyer in the destination country). If the Buyer fails to present the above-mentioned documents by the 20th day of the month following the month in which the goods were received, tk MPE PL shall charge the Buyer with the amount of VAT determined at the rate applicable to domestic sales for the goods delivered. If the above-mentioned documents are subsequently presented by the Buyer, tk MPE PL will correct the previous VAT charge.

14. Force Majeure

14.1. Neither Party shall be liable for delay in the implementation of the contract or for the failure to implement the contract in whole or in part due to a force majeure event. In the case of a force majeure event, the affected Party shall immediately notify

the other Party in writing of the occurrence of such event and take reasonable steps to avoid its consequences.

14.2. If the force majeure event lasts longer than 30 days, the Parties have the right to terminate the contract in its entirety or in the relevant part that has not been implemented with a thirty-day notice.

14.3. The occurrence of force majeure events shall not constitute a reason justifying the refusal to pay for goods already delivered.

14.4. If force majeure events directly affect the Party's ability to fulfil its obligations in a timely manner, the time limit provided for in the contract for the fulfilment of such obligations shall be extended accordingly by a period equal to the duration of the events in question.

14.5. Force majeure shall be understood as any event of extraordinary nature that could not have been prevented and foreseen by the parties, in particular riots, fires, strikes, collective disputes, armed conflicts, martial law, natural disasters, adverse weather conditions, as well as conflicts between employers and employees in their own and third-party plants, machine failures, actions in the exercise of public authorities and other circumstances not attributable to any of the contractual parties.

15. Final provisions

15.1. Any amendment to the GTCS shall be null and void unless made in writing.

15.2. Any disputes arising in connection with the implementation of the contract shall be submitted by the parties to the court having jurisdiction over the registered office of tk MPE PL.

15.3. The relevant provisions of the Polish Civil Code and other generally applicable provisions of

the Polish law shall apply to matters not settled in the contract and in the GTCS.

15.4. The GTCS have been drawn up in two language versions: Polish and English. In case of any discrepancies between the two language versions, the Polish version shall prevail.

15.5. All personal data collected and processed during the implementation of the GTCS will be used for business purposes only.

15.6. tk MPE PL may use websites and Internet platforms indicated by the Buyer only upon mutual agreement with tk MPE PL.

General Terms and Conditions of Sale of thyssenkrupp Materials Processing Europe Sp. z o.o. (updated 04.2022)