

General Terms and Conditions of thyssenkrupp Materials Slovakia spol. s r.o.

Introductory Provisions

The General Terms and Conditions (hereinafter referred to as "**GTC**") shall govern the rights and obligations of the Parties and other conditions under which tkMSK spol. s.r.o. sells goods to its Customers. The GTC shall also apply to the provision of services, if these services are provided in connection with the sale of tkMSK spol. s.r.o. 's goods (hereinafter referred to as "Provision of Services"). Any written arrangements between the Seller and the Buyer other than the GTC shall take precedence over the GTC.

The Seller is tkMSK spol. s.r.o. (hereinafter referred to as "**tkMSK**"). The Buyer is a person who has ordered goods or services from the Seller. The Buyer is responsible for the accuracy of the data he has provided to the Seller and undertakes to inform the Seller in writing in good time of any changes to this data as well as any other changes important for fulfilling rights and obligations under the contracts concluded between the Buyer and Seller, including the ability to meet their due obligations.

The Parties declare that they are not in liquidation or a debtor in the process of bankruptcy proceedings, restructuring proceedings, their petition to declare bankruptcy was not rejected due to lack of assets, bankruptcy proceedings were not cancelled due to lack of assets, regardless of whether these facts are entered in the Commercial Register. In the event that any declaration of a Party proves to be untrue, the other Party is entitled to withdraw from the relevant contract.

The Parties (or their representatives) declare that they are authorized to enter into legal acts, they are authorized to perform legal acts and they are fully competent to do so.

The Parties are liable to each other for damages that would arise as a result of incorrect statements.

The GTC of tkMSK are considered to be an integral part of any purchase contract (confirmed order) or any other contract (written or oral) concluded between tkMSK as the Seller (hereinafter the **Seller**) and the Buyer for the supply of goods and related services (hereinafter the **Contract, Purchase Contract, Order Confirmation**).

The Buyer's order shall be demonstrably confirmed by the Seller before it becomes binding. The Seller reserves the right not to accept or confirm any delivered order (framework or partial) for any reason or even without stating a reason. In the event that the Seller sends an offer to the Buyer for the delivery of goods or the provision of services, the offer is considered non-binding. The relevant legal obligation to deliver goods according to the agreed conditions between the Parties arises the moment the Buyer, to whom the offer is addressed, orders the offered goods or services under the relevant conditions and the Seller provably confirms this order (or partial order / notification). The Seller reserves the right to deliver the ordered goods only in the case of simultaneous / cumulative fulfilment of the following conditions:

- The Buyer fulfils all his contractual and legal obligations in relation to the specific delivery of goods,
- The Seller will be provided with sufficient security on his receivables (including future receivables) against the Buyer and at the same time
- The Buyer will have settled all obligations to the Seller under their mutual business relationship.

Scope of GTC

The GTC regulates the legal relations between the Seller and the Buyer, who, in accordance with the procedure under the GTC, express their interest in purchasing the goods. Legal relations between the Seller and the Buyer arising from the purchase and delivery of goods and claims for defects of goods shall be regulated, depending on their content and participants, by the relevant legislation of the Slovak Republic, especially the Civil Code and the Commercial Code of the Slovak Republic in addition to the Contract and the GTC.

The "Order Confirmation" document is considered by the Parties to be a document proving the conclusion of the Contract. Upon receiving the Order Confirmation, the GTC are deemed to have been accepted by the Buyer. In the event that the order is issued on behalf of the Buyer by a person in his place of operation, such action shall become binding in accordance with the provisions of Section 16 of the Commercial Code.

The subject of individual purchase Contracts is the sale of goods and associated services (which are the subject of the Seller's activities) according to the requirements of the Buyer. The Seller is obliged to deliver the agreed goods and services on the basis of the agreed conditions while the Buyer is obliged to take over the goods and pay the agreed purchase price in full and within the agreed due date on the basis of the invoice.

In the event that the Buyer requests the transport of goods, he is obliged to state in the order the following:

- type of transport (specification of the lorry and method of unloading),
- precise transport arrangements,
- the person authorized to take over the goods,
- time.

If the Buyer requests to deliver the accompanying documentation together with the ordered goods, which means the inspection document (a certificate), Declaration of Conformity, Declaration of Parameters or requires a Declaration of Origin, the Buyer is obliged to state this request in advance so that it can be incorporated into the Purchase Contract or Order Confirmation.

The Buyer is not entitled to request further specifications or conditions from the Seller, unless stated in the Order Confirmation document.

Business communication between the Seller and the Buyer does not establish a legal claim against the Seller and cannot be considered a concluded Purchase Contract. Binding conditions are agreed in a proper written Purchase Contract or in a Contract confirmed by the Confirmed Order.

Purchase Price

The Purchase Price is determined by agreement of the Parties.

Unless otherwise stated, prices are stated without the relevant value added tax. Value added tax is applied in accordance with the legislation in force at the time the tax becomes chargeable.

The Purchase Price is payable on the basis of the Seller's invoice unless otherwise agreed in writing by the Parties.

The day of fulfilment of the Buyer's monetary obligation is considered to be the day of crediting the amount due to the Seller's account. The Buyer is obliged to pay the purchase price on time.

The Parties have agreed that the Buyer is not entitled to withhold or set off the Purchase Price against any receivables of the Seller, with the exception of the Buyer's receivables against the Seller which have already been validly decided by a court.

If the Buyer is interested in the electronic delivery of the invoice, he shall provide the Seller with data on the e-mail address for the delivery of the electronic invoice. The Buyer is also obliged to notify any change in the e-mail address. The Buyer is responsible for the accuracy of this information during the term of any Contract. In the event the Buyer discloses his e-mail address to the Seller, this act shall be construed as the Buyer's consent to the sending of an electronic invoice.

Failure to pay the Purchase Price or non-acceptance / non-collection of the goods according to the set conditions is a material breach of contractual obligations by the Buyer. In the event that the Buyer is in arrears with the payment of the Purchase Price, the Seller may demand from the Buyer interest on arrears in the amount of 0.05% of the amount due for each day of delay. In case of non-payment of any receivable of the Seller by the Buyer within its due date or in case of non-fulfilment of other obligations the Buyer might have towards the Seller, the Seller may suspend further deliveries of goods / services, even those whose delivery has already been confirmed. In the event of a breach of payment terms by the Buyer, the Seller is also entitled to change the payment terms binding upon the Buyer, as well as to terminate any Contract or withdraw from any Contract with immediate effect. If the economic situation of the Buyer worsens in the opinion of the Seller (including in particular cases of reduced solvency or deterioration of results reported in the financial statements or given other information on the basis of which it can be judged the Buyer's economic situation has worsened), the Seller is entitled to unilaterally change the payment terms, reduce the Buyer's credit limit (i.e. the limit of the value of the delivered goods) or stop deliveries of goods altogether. These conditions are binding upon the Buyer from the date of their notification to the Buyer. The Seller is entitled to reduce the Buyer's credit limit at any time without giving a reason.

The Seller is entitled to demand from the Buyer surcharges for specific services related to the delivery of goods, in particular surcharge for low-volume transport of goods, surcharge for unloading goods with a hydraulic arm, surcharge for transporting goods to the Buyer, surcharge for splitting up the material, handling surcharge for multi-item delivery, surcharge for low volume order, etc. The types and rates of individual surcharges will be stated in the relevant documents relating to the given business case or per Contract. The Buyer is obliged to get acquainted with the individual surcharges before sending the order. The Buyer is deemed to have been acquainted and agrees with the GTC upon placing the order. The Buyer undertakes to pay the Seller all prices and relevant surcharges within the specified due date.

In the event that the Buyer is a person with a registered office / place of operation / place of business in the Slovak Republic and a VAT payer in accordance with Act no. 222/2004 Coll. on VAT, the Parties have agreed in writing on the following procedure: If, after the tax liability arises for the Seller as a VAT payer there is an additional reduction in the price of the delivered goods or services (based on a corrected invoice) in accordance with the procedure under

Section 25, par. 6 Act. no. 222/2004 Coll. on VAT, the tax base and tax shall not be modified. This procedure will apply as long as it is permitted by the relevant legislation.

The Buyer is obliged to notify the Seller of justified objections to the invoice immediately after receiving it.

The Buyer undertakes to pay all collection costs.

The transfer of rights and obligations arising from the Purchase Contracts or from the Order Confirmation to a third party is possible only with the written consent of the Seller.

Reservation of Ownership Title

The Buyer shall become the owner of the goods taken over only after the Purchase Price and fees related to any late payment are fully paid.

After taking over the unpaid goods, the Buyer is obliged to take proper care of them and store them so as to prevent theft and damage to the goods. In the event of a breach of any obligation, the Buyer undertakes to compensate the Seller for the damage incurred in full.

Delivery of Goods

The Seller undertakes to deliver the goods according to the concluded Contract.

The Seller's delay is not a breach of the Purchase Contract if the delay was caused by events or for reasons which he could not have prevented and which were independent of his will (e.g. delayed or damaged deliveries, obstacles to transport, etc.). Such obstacles exclude the Seller's liability for damage caused to the Buyer by the Seller's delay in the delivery of goods / services.

The Parties have agreed that the Buyer accepts the order as fulfilled if the delivered quantity is within a tolerated deviation of +/- 10% from the quantity agreed in the Contract.

If the Buyer wishes to collect the goods by himself, the goods shall be deemed to have been delivered the moment they are handed over to the Buyer or the carrier designated by the Buyer in the Seller's warehouse. In this case, the risk of damage to the goods passes to the Buyer the moment the Buyer or his representative or his carrier take over the goods.

If it is agreed that the goods will be delivered during the agreed period of time in individual partial deliveries, the specific delivery will be carried out on the basis of the Buyer's partial order / notification and in accordance with the agreed conditions. The Buyer is obliged to collect / ensure proper and timely collection of the delivered goods, provide all cooperation necessary to carry out the delivery and perform all necessary actions (e.g. is also obliged to carry out actions under individual partial orders / notices for delivery of goods) so that all contractually agreed goods are delivered and collected no later than the end of the agreed deadline. The Buyer's failure to fulfil this obligation shall not affect the Seller's obligation to deliver the goods and the Seller is entitled to a penalty in the value of uncollected goods reduced by the current scrap price, unless the Seller and the Buyer agree otherwise in writing. The Buyer is obliged to pay the penalty in question within the period specified on the invoice. The Seller also has the right to demand compensation for all costs and damages incurred, including costs for storage of goods, increased transport costs, etc. The penalty imposed by the Seller shall not affect his right to demand compensation for the incurred damage in full in addition to the penalty, even in the amount exceeding the penalty. In this case, the Seller is also entitled to reconsider the scope of further deliveries of goods.

If the Buyer refuses to fulfil his obligation arising from the Contract, the Seller is entitled to claim all associated costs from the Buyer (e.g. production cancellation, wastage, storage, handling fee, financial costs, administrative fees, etc.). The Buyer shall always send an authorized person to take over the goods. By stating the date on the delivery note and following its signing, the goods are considered to have been properly taken over by the Buyer. Any objection of the Buyer that the goods have not been taken over by an authorized person is considered irrelevant in view of the above. It is the Buyer's obligation to ensure that the Seller is able to verify the identity of the person taking over the goods (legible name and surname of such a person).

If the transport is provided by the Seller, it applies that the Buyer shall create suitable conditions for the arrival of the vehicle to ensure continuous deliveries as well as suitable conditions for the delivery of the vehicle and unloading of the delivered goods at the destination (place of unloading). In the event that the lorry is not unloaded within 2 hours from arriving, the Seller is entitled to charge the Buyer a fee of 5 EUR for each started 15 minutes after the period of two hours from the arrival of the vehicle until unloading the vehicle.

If the Buyer does not take over the goods despite the agreed terms of delivery, the Seller is entitled to charge the costs associated with the ride in vain (transport costs, handling fee, administrative costs, etc.).

Liquidated damages

Compensation for damage is governed by the relevant provisions of the Commercial Code. The Parties have agreed to limit the scope of compensation for damage caused to the Buyer by breach of the Seller's obligation under the Contract or relevant legal regulations. Therefore, the following is not reimbursed:

- Lost profit of the Buyer.
- Direct or indirect damages caused to third parties under a contractual or other legal relationship by the Buyer.
- Any interest on arrears, contractual penalties, sanctions or other penalties imposed on the Buyer by third parties.

The Parties have agreed that the Seller shall be liable for damages caused to the Buyer by breach of obligation by the Seller under the Contract or relevant legislation up to 100% of the Purchase Price of goods delivered under the relevant Contract, more precisely the Seller shall provide full cooperation in compensation for damages incurred by the Buyer due to non-compliance with the declared quality parameters (mechanical, chemical, physical properties) of material caused by the manufacturer.

Force majeure

The Seller is not obliged to fulfil the obligations under the Contract for the duration of circumstances which are independent of the will of the Parties and which exclude their liability under the relevant legislation. In the event that such circumstances occur, the Seller is entitled to extend the delivery date of the goods. The Seller is obliged to immediately inform the Buyer in writing (e.g. e-mail, post), otherwise he will not be entitled to exercise his rights under this paragraph. For the purposes of this Contract, Force Majeure events include, in particular: changes in legal regulations governing trade, financial and tax relations, wars, natural disasters, strikes, pandemics, measures imposed by the Slovak authorities, blockages, any failures in the production of the Seller or his suppliers (those outside of the Seller's control, in particular fire, damage to machines, cylinders, lack of raw materials or energy supply), transport obstacles, delays in customs or any other event which may affect or slow down the delivery of the goods, while the place where the event of Force Majeure takes place does not matter. In such a case, the time for performance

of the obligations under the Contract shall be extended by the period during which these circumstances last, unless otherwise agreed.

Complaints

Complaints on the quantity of goods must be made in writing within 24 hours of receipt of the goods by the Buyer. The differences found must be marked on the delivery note and confirmed by the carrier.

Complaints about the quality of goods must be made by:

- for obvious defects immediately after their discovery, but no later than within 15 days of receipt of the goods,
- for hidden defects immediately after their discovery, but no later than within 2 months from receipt of the goods by the Buyer.

The Buyer is obliged to inspect the goods with professional care before processing, incorporating or delivering the goods to a third party.

The goods that are the subject of the complaint will be stored in the Buyer's warehouse, must be properly marked (with the Seller's label) and may not be further processed until the complaint is finished. The Buyer is obliged to ensure the goods remain in their original condition (qualitative and quantitative) by exercising due professional care. In the event of a breach of this obligation by the Buyer, the Buyer shall not be entitled to claim defects in the goods in accordance with this Contract or relevant legislation. At the same time, if the goods are damaged or devalued, the Seller is entitled to claim the damages.

In the event of a claim regarding quantity or quality, the inspection of the weight, measurement and sampling must be carried out in the presence of a representative of the Seller and, if necessary, an independent international inspection organization. In the case the complaint is proved to be valid, the costs of the complaint shall be borne by the Seller, otherwise the Buyer.

The burden of proving the non-conformity of the delivered material lies with the Buyer.

The Seller is obliged to assess complaints and send a response as soon as possible. In the event that the Buyer does not submit a complaint within the specified deadlines or not according to the specified conditions, he loses the right to complain about the delivered goods as well as the rights related to claims regarding possible defects of the goods. The Seller bears the costs associated with claims up to 100% of the Purchase Price for the claimed goods. The Seller shall provide full cooperation in compensating the Buyer for non-compliance with the declared quality parameters (mechanical, chemical, optical, physical properties) of material caused by the manufacturer. In no event shall the Seller bear the costs associated with the installation and removal of defective goods, the costs incurred by the Buyer to repair or correct the defect.

Unless otherwise agreed, all claims of the Buyer for defects in the goods shall expire one (1) year after delivery of the goods to the Buyer.

Complaints and possible claims for damages do not apply and do not arise if the subject of the contract is / will be goods of reduced quality properly marked as such by the Seller (e.g. as II. class goods, etc.)

If it has been demonstrably established and accepted by the Seller that the complaint is justified, the Seller is entitled to decide on the handling of the complaint as follows:

- a) elimination of defects by delivery of replacement goods or delivery of the missing goods,
- b) by providing a reasonable discount to the Purchase Price,
- c) in the event of a demonstrable complaint on missing goods (differences in weight), the Seller shall deliver the missing goods or provide the Buyer with a discount on the Purchase Price in the amount corresponding to the difference,
- d) removal of the material under complaint and issuance of a credit note in the amount of the value of the material under complaint,
- e) another mutual agreement between the Seller and the Buyer.

No complaint entitles the Buyer to refuse to make payment or to refuse to accept further deliveries from the Seller.

The subject of the complaint cannot be the difference in weight within the agreed tolerance as both Parties accept a permitted deviation of +/- 1% per item or +/- 10 kg per item.

In the event that the Buyer files a complaint unjustifiably, the Seller's costs associated with resolving the complaint shall be reimbursed by the Buyer.

Special provisions

The Parties have agreed that the Buyer is not entitled, without the prior written consent of the Seller, to assign to a third party any claim or liability he has against the Seller arising from business-contractual relationships under the Contract or in connection with it.

The Buyer may not, without the prior written consent of the Seller, assign, set off, transfer or trade any rights, claims or obligations arising from the Contract in any way.

Final provisions

Legal relations not regulated by the GTC shall be governed by the relevant provisions of the Commercial Code of the Slovak Republic or the relevant legal regulations of the Slovak Republic.

The GTC were drawn up in Slovak and English, while the Slovak version of the GTC shall be decisive.

The Parties declare that they have read the GTC in detail, understood its content and agree with it without reservations.

The GTC shall take effect and are published on the Seller's website on the day of their issue. The Seller is entitled to unilaterally change the wording of the GTC.

These GTC shall enter into force on 01.01.2021.