

GENERAL TERMS AND CONDITIONS OF SALE

of the trading company

LAYDE STEEL, S.L.U.

I. INTRODUCTORY PROVISIONS

1. Irrespective of the manner in which these occur, all preliminary offers, offers, promises, orders, contracts, agreements and sales of products to be supplied by LAYDE STEEL, S.L.U. (which hereinafter shall be referred to as the “**Company**”) and all related services shall be subject to the present general terms and conditions of sale (which hereinafter shall be referred hereto by the acronym “**GTCS**”), which shall be incorporated into each agreement, and known and accepted by the (which hereinafter shall be referred to as the “**Client**”) and shall prevail over any other terms and conditions whatsoever. The placement of an order implies full and unreserved acceptance of the present GTCS by the Client.
2. The Company shall be entitled to amend the present GTCS at any given moment upon written notification to the Client. Said amendment shall not affect orders already confirmed by the Company.
3. The invalidity of any of the terms and conditions of the present GTCS shall not render null and void any other of the terms and conditions thereof.
4. In the event of conflict between the Spanish version of the GTCS and a translation into any other language thereof, the Spanish version shall prevail

II. PRELIMINARY OFFERS, ORDERS AND ORDER CONFIRMATION

1. Preliminary offers are subject to unilateral variations by the Company with regard to delivery deadlines, product availability, qualities and prices. The preliminary offer shall be rendered invalid if it is not accepted by the Client by means of the placement of an order within fourteen (14) days from the date of the preliminary offer unless the preliminary offer issued by the Company includes a stipulated deadline for acceptance thereof.
2. Orders placed by the Client shall only be accepted and binding on the Company when accepted in writing by the Company within thirty (30) days from the date of the order.
3. In the event of any discrepancy between the terms and conditions of an order and the terms of the acceptance thereof, the Client shall be entitled to notify the Company in writing of its objections within three (3) days following the date of acceptance of the order. In the event that the Company does not receive notice of objections within said period, the supply shall be considered to be agreed upon the terms and conditions of acceptance thereof.
4. Renewed orders shall constitute new orders. Any other amendments to an order shall take effect only when expressly accepted in writing by the Company and notification of said acceptance is furnished to the Client.

5. The cancellation, withdrawal or amendment by the Client of an order, albeit in whole or in part, shall not be rendered valid once the Company has accepted the order.
6. In the event that the Client cancels, withdraws or amends an order once accepted as specified above, the Company shall be entitled to compensation for all costs and losses of any kind incurred in relation to said cancellation, withdrawal or amendment.

III. PRICE

1. Unless expressly agreed otherwise by the Company and the Client, the prices included under the Carriage Paid To (“CPT”) Clause, pursuant to the INCOTERMS 2020 drawn up by the International Chamber of Commerce – the “INCOTERMS” –. The prices do not include taxes, duties and fees of any kind, which shall borne in all cases by the Client.
2. The prices specified in respect of orders accepted by the Company shall be final, except where a price revision clause is contemplated. The prices specified in respect of orders pending acceptance shall be subject to variation by the Company.

IV. PAYMENT

1. The invoice shall be issued on the date on which the product is made available to the carrier for delivery to the Client, unless otherwise agreed between the parties.
2. Payment for the products, pursuant to the amounts included in the corresponding invoice, must be made within a maximum period of sixty (60) calendar days from receipt of the products, unless the parties have agreed a different deadline, which, in either event, the maximum payment deadlines stipulated in the prevailing legislation must be complied with. The Company may require advance payment from the Client, in whole or in part, for the products.
3. Unless otherwise agreed, payment shall be made via direct debit.
4. Payment must be made in the currency specified in the invoice. Prices specified in any currency other than that used by the Company shall be paid at the exchange rate between the currency of the budget estimate and the currency used by the Company on the date of acceptance of the order or on the date of payment, whichever is more favourable to the Company.
5. The Company shall be entitled to charge interest for late payment on all overdue and unpaid amounts at a rate equivalent to one-month EURIBOR rate (or such rate as may replace said rate) and compensation for losses and damages, which shall amount to ten percent (10%) of the value of the order for each calendar day of delay. Both concepts shall accrue daily without the prior requirement of payment, and without prejudice to any legal action which may be brought to claim compensation for losses and damages.
6. All costs, expenses and fees incurred by the Company in relation to the claim and collection of overdue and unpaid amounts shall be reimbursed by the Client.
7. The issuance and/or acceptance of bills of exchange or other negotiable instruments shall not constitute any substitution or entail any amendment of the present GTCS. All costs, commissions and fees incurred in relation to the return of bills of exchange or other negotiable instruments shall be borne by the Client.
8. In the event of default of payment, the Company shall, notwithstanding the rights thereof derivative from that set forth in the present GTCS or any legislation which is applicable at

any given moment, be entitled to cancel, suspend or delay deliveries of outstanding products or to rescind the agreement with immediate effect. The Client shall refrain from making use of the products supplied for which payment has not been made.

9. The existence of any claims in relation to the products supplied shall not exempt the Client from its obligation to pay the Company pursuant to the agreed terms and conditions. The Client shall not, under any circumstances whatsoever, be entitled to withhold payment of the price of the products supplied or to be supplied.

V. WEIGHT

1. The Company shall have the right to deliver up to ten percent (10%) more or less than the accepted quantity or number of products due to reduction resulting from manufacturing, processing, treatment and production processes.
2. The weights shall be those set with binding effect on the Company's scale ticket or scale with approval.
3. The price invoiced shall include the weight of the products and standard packaging pursuant to the weighing system stipulated in Clause V.2. above.

VI. AVAILABILITY OF PRODUCTS

1. The Company shall notify the Client of the date on which the products shall be made available to the carrier for delivery and the expected date of delivery to the Client.
2. In the event of the Client's unavailability to take delivery on the expected delivery date, the Client shall notify the Company within three (3) days following the receipt of the notification to which reference is made in Clause VI.1 above. The Client's silence shall be understood to be the Client's availability to take delivery of the products on the expected delivery date.
3. If for any reason whatsoever the Client does not receive delivery of the products from the carrier, the Company shall be entitled to charge the Client for all extraordinary costs incurred, including, but not limited to, transport and storage of the products, among others.

VII. DELIVERY

1. It is understood that the products are supplied by the Company pursuant to the INCOTERM CPT, unless otherwise agreed and specified in the acceptance of the corresponding order.

2. The delivery dates shall be those specified in the acceptance of the order and are provided as an estimate, subject to the condition precedent of timely deliveries by the Company's suppliers. Delay in delivery shall not entitle the Client to rescind the agreement, cancel the purchase or file a claim for compensation, except where there is gross negligence by the Company.
3. Force majeure circumstances, understood as the occurrence of any circumstance or contingency reasonably beyond the control of the Company which renders it impossible or difficult to comply with or deliver an order, shall entitle the Company, at its sole discretion and upon prior written notice within a reasonable period to the Client, right to (i) rescind the agreement, in the event that delivery, in whole or in part, of the products is impossible; or (ii) delay delivery of the products. "**Force majeure**" includes, but is not limited to, (i) unforeseen interruption of the Company's business operations; (ii) the destruction of facilities or products for reasons not attributable to the Company; (iii) health crises, epidemics, pandemics and sanitary restrictions which affect the functioning of economic activity; (iv) wars, armed conflicts, invasions, seditions, rebellions, revolutions, insurrections, military coups, sabotage, confiscations, riots, acts of terrorism or serious disturbances of public order or security (v) general or partial strikes, labour disputes or lockouts, breakdowns; (vi) supply shortages which occasion the shutdown of facilities or reduce normal production capacity, apparent changes since the placement of the order in the actual circumstances which directly or indirectly affect cost factors or delivery options, shortages or absence of labour, raw materials, materials or other generally available resources; (vii) floods, earthquakes, hurricanes, fires or explosions, tidal waves, volcanic eruptions, ground movements, sea or terrestrial storms or other similar events and other natural disasters; (viii) non-compliance by the Company's suppliers, events which hinder the operation of the facilities; and (ix) restrictions on activity imposed by governments, States or authorities, as well as measures adopted by the competent authorities as regards customs or goods traffic. The Client shall not be entitled to any compensation whatsoever in either of the two aforementioned cases.
4. The Company shall be entitled to meet each order in one or several deliveries, unless otherwise expressly agreed with the Client.
5. In addition to the circumstances stipulated in the present GTCS, in the event that the Client's assets, economic or financial situation changes negatively in a way that substantially affect its ability to meet its obligations, the Company shall be entitled to suspend the delivery of products and to rescind, with immediate effect, the agreement, without prejudice to any compensation to which same may likewise be entitled to. In particular, the assets, economic or financial situation of the Client shall be understood to have changed adversely in such a way as to substantially affect its ability to perform its obligations (i) when its activity ceases, (ii) when it becomes insolvent or (iii) files a petition for bankruptcy, insolvency proceedings or other similar proceedings.

VIII. QUALITY CONTROL

1. The materials shall be delivered pursuant to the quality standards and tolerances specified in the acceptance of the order. Unless expressly agreed otherwise, the Company does not warrant that the products are suitable for any specific use and in particular for use in the operations constituting the trading activity of the Client.
2. The supply of materials subject to national or foreign standards with additional or special conditions in relation to that stipulated in said standards shall require prior consultation with the Company.

3. The inspection, testing, analysis and certification of products shall be performed by the Company pursuant to the internal standards thereof. In certain cases, control parameters defined by the standard may be omitted if those parameters are not certified by the steel supplier company or if these are not explicitly required by the Client, for example, in the case of bending tests for high yield strength steels or coating layers in the case of dip coated steels.
4. The Company shall always furnish by default the Certificate 3.1 to which reference is made in the ISO UNE – EN10204:2006⁽¹⁾ Standard, or its values in case the original raw material is so certified. These documents shall be available upon request of the Client. Entire coil sales agreements can be concluded with the Certificates 2.2 to which reference is made to in the ISO UNE – EN10204:2006 Standard.
5. Natural surface oxidation caused by atmospheric conditions shall not entitle the Client to refuse delivery or payment for the products or to claim any price reduction whatsoever.
6. In the event of discrepancy between the Company's certification and the quality verification obtained by the Client, where applicable, both parties undertake to submit the material to the Official Association of Engineers of Bilbao or, failing that, to an independent laboratory recognised by the Spanish National Accreditation Body (ENAC) within Spanish territory for final certification, the results of which shall be binding for both parties.

IX. PACKAGING

1. The products shall be supplied with the appropriate packaging and protection commonly used in commerce, depending on the nature of the product and the agreed means of transport.
2. Standard packaging is included in the price pursuant to Clause V.3 above. In the event that the Client requests special packaging, the corresponding costs shall be borne by the Client.
3. Pursuant to Royal Decree 1055/2022 of 27 December on packaging and packaging waste, the final holder shall be responsible for the delivery of the packaging waste or used packaging for its correct environmental management.

X. RISK

All risk, including theft, deterioration, loss and breakdown, shall pass to the Client as soon as the carrier has placed the material available to the Client at the agreed place of destination.

XI. RETENTION OF TITLE

1. The Company reserves title to the products until the Client has paid the purchase price in its entirety. Non-payment by the Client within the agreed period shall render the obligation to transfer title to the products null and void. Upon verification of payment, title to the products shall pass to the Client.
2. Where the products subject to retention of title have been processed or blended by the Client with other products, the Company shall have vested the retention of title thereto in proportion to the value of the products to which it retains vested title in the new products.

(1): For further information, see the following [link](#).

3. Any claims corresponding to the Client as a result of the resale of the products in which title is retained shall be assigned to the Company.
4. The Client shall be entitled to resell the products for which the retention of title is reserved under normal market conditions. If the Client sells any products subject to retention of title, the Client assigns to the Company by virtue of these GTCS any claim it may have vis-à-vis its Client, in the amount equivalent to the amount owed to the Company for the unpaid products.
5. In the event of an embargo by a third party of products subject to retention of title or in the event of the Client or a third party requests the filing of the Client's insolvency proceedings, the Client shall be under the obligation to notify the Company immediately. In this case the Company may (i) repossess any unpaid products in the possession or control of the Client accessing the buildings or property where the products are stored, and (ii) suspend any pending deliveries. Furthermore, the Client shall be under the notification to notify the bankruptcy administration as regards the Company's retention of title.
6. The assignment of claims described above shall not entail the extinguishment, in whole or in part, of the Company's claims vis-à-vis the Client.

XII. CLAIMS

1. In the event that the products are delivered by the carrier to the Client with an apparent loss, defect or damage, the Client hereby undertakes to notify the carrier and the Company of the damage in writing on the date of delivery. If the loss, defect or damage is not apparent or the products delivered do not meet the agreed specifications, the Client must furnish notification within three (3) days following delivery.
2. Failure to forward said notification by the Client within the deadlines to which reference is made to in Clause XII.1 above shall be understood to be a waiver of any claim which may correspond to the Client vis-à-vis the Company for any of the grounds described above.
3. No claim shall entitle the Client to breach its obligations in relation of any other products not affected by a claim.
4. Once the Company has been notified pursuant to this Clause, the Company shall be entitled, at its discretion, to remedy said defect or to deliver a consignment free from defect/defect-free consignment. Alternatively, the Company shall be entitled to pay the Client the reduced value of the product or the corresponding loss.
5. Nevertheless, any liability of the Company for any reason whatsoever shall be limited as described in Clause XIII.

XIII. LIMITATION OF LIABILITY AND STATUTE OF LIIMITATION

1. The Company's liability shall be limited and shall under no circumstances whatsoever exceed the maximum amount of the order, this limitation being accepted by the Client, who waives any right applicable thereto to claim in excess of the aforementioned limit of liability.
2. The Company shall not, under any circumstances whatsoever, be held liable for incidental, indirect or consequential loss or damage, including but not limited to loss of profit, loss of production or scrapped production, either of the Client or of the Client's clients, even in the case of slight negligence.

3. Likewise, the Client's claims vis-à-vis the Company shall become time-barred after six (6) months from the date of delivery of the products to the Client. This statute of limitations period shall apply to all claims except those caused by rust, in which case no claims shall be accepted on dry or rust-inhibiting oil-free material and a maximum of three (3) months for oiled material.

XIV. GUARANTEES

1. Prior to or during the performance of the agreement between the parties, the Company shall be entitled to require the Client to provide sufficient guarantees to ensure payment in its entirety of the amounts due and payable by the Client. The Company reserves the right to suspend or rescind the agreement in the event that the guarantees provided by the Client do not comply with the guarantees required by the Company.
2. The Company's failure to require sufficient guarantees to ensure full compliance of the Client's payment obligations shall under no circumstances whatsoever hinder or limit the Company's right to require said guarantees at any given moment if it is considered appropriate to do so.

XV. PROPERTY RIGHTS AND COPYRIGHT

The Client has no industrial or intellectual property rights over any and all products, drawings, illustrations, designs, cost calculations, techniques, trademarks, patents and other documents accompanying any offer, confirmation or delivery, which belong exclusively to the Company. Consequently, none of the above may be made accessible to any third party or used by the Client or any third party under any circumstances whatsoever.

XVI. RESCISSION

Non-compliance of the agreement by the Client (in particular, non-payment of invoices, non-compliance with the agreed financial terms and conditions or the acceptance or non-payment of bills of exchange issued by the Company) and the present GTCS shall relieve release the Company from its obligation to perform its obligations, in relation to orders prior to delivery and shall entitle the Company to require payment of the amounts corresponding to the work carried out up to that time, loss of profit and compensation amounting to ten percent (10%) of the amounts corresponding to the work carried out up to that time per day of delay in compliance with the agreement. In that case, the Client shall be entitled, after payment of the price and the aforementioned items, to require delivery of the materials or products obtained by means of said work.

XVII. APPLICABLE LAW AND JURISDICTION

1. The parties expressly submit to the jurisdiction of the courts of Bilbao (Biscay, Spain) for the resolution of any conflict which may arise with regard to the interpretation or compliance of the present GTCS and all the legal relationships established pursuant thereto, and expressly waive any other jurisdiction to which they may be entitled to.
2. The applicable legislation herein shall be Spanish law.