

GENERAL CONDITIONS OF SALE

1.- SCOPE – COMPLETE CONTRACT: These general conditions of sale (hereinafter referred to as “GCS”) shall apply to all products, accessories or services (“Goods”) that are sold by the seller or its authorized representative or agent (“Seller”) to the customer (“Customer”). GCS, together with Seller’s specific conditions contained in its attached order confirmation (“Order Confirmation”) and only such documents, as specifically incorporated herein by reference, constitute the entire contract between Customer and Seller and shall exclusively apply, and supersede, in their entirety, any other conflicting terms and conditions proposed by Customer and any oral or written communications that are not expressly incorporated herein. Contracts entered into between Seller and third parties shall only become valid upon Seller’s express written confirmation. The Parties further agree that the battle of the forms (as defined in applicable statutory law) shall not apply to the relationship between the Parties (including but not limited to these GCS, any purchase order or Order Confirmation). In the absence of a clause to the contrary, documentation, catalogs and estimates are sent for information purposes only, and Seller’s offers are not binding without Order Confirmation. No additions to or variations from the terms hereof, whether set forth in Customer’s purchase order or in any other documents, including shipping documents, shall be binding upon Seller unless expressly agreed in writing by Seller. Customer’s signature and return of Order Confirmation or, in the alternative, Customer’s failure to reject it within three days from receipt thereof, shall constitute Customer’s acceptance of the contractual terms defined herein. Seller’s failure to exercise any right arising from any default of Customer hereunder shall not be deemed to be a waiver of such right. In the event of a sale concluded via an electronic market place, Order Confirmation will include all of the specific elements constituting the Customer’s purchase as expressly confirmed by Seller. If any of GCS or part thereof shall be determined to be void, unenforceable or illegal in whole or contained in part, such determination shall not affect the validity of the other terms and conditions herein. Any reference to “days” in this GCS shall be considered as calendar days, unless expressly defined otherwise.

2.- PRICES – PAYMENT: All prices are calculated on the basis of Goods as measured and weighed at the departure point. Except as may be otherwise expressly provided in Order Confirmation, prices are net cash, and Customer shall pay – in addition to the contractual purchase price - all taxes and charges for transportation, insurance, storage, handling, demurrage as well as any applicable tariffs and duties or similar governmental charges, whether or not in effect at the time of the contract conclusion, and similar items. The Customer further agrees to reimburse the Seller for any tariff-related costs incurred by the Seller due to any changes in governmental regulations, including, but not limited to, adjustments in the price of material, customs duties, and other related taxes. Any increase in any such charges that becomes effective after the date of Order Confirmation shall be borne by Customer. Invoice payment shall be made net cash, without any deductions, within 30 days from the day of Delivery. If Customer is subject to bankruptcy or insolvency proceedings, then Seller shall not be bound by the period of payment stated above: payment shall be made in cash either prior to the dispatch of Goods or prior to their manufacture. If Customer fails to pay on the due date, then Customer shall be obligated to pay, *ipso jure* and without prior notification, (i) interest at a rate of 2% above EURIBOR (or other equivalent European index in case EURIBOR has been discontinued) “1 month” in effect at the date of the invoice beginning from the due date, and (ii) a fixed compensation amounting to 10% of the invoice amount as a damage provision without prejudice to any other rights of Seller caused by said payment failure. Any delay in the payment or in the execution of any obligation entered into by Customer or where Seller has a doubt as to Customer’s solvency or credit worthiness and Customer is not prepared to effect advance cash payment or provide Seller with security as requested, then Seller shall have the right to cancel the contract or retain that portion of the contract which it has not yet performed without Customer’s consent; it shall also result in all sums due which are to be paid by Customer, even those which have not yet matured, becoming immediately payable without notification on the part of Seller. Any invoice shall be deemed accepted and correct if Customer does not raise a substantiated objection in writing within five (5) days from receipt of such invoice. Seller reserves the right to compensate Customer’s debts and to use payments for the settlement of the invoices which have been outstanding longer than 30 days plus any interest on arrears and costs accrued thereon, in the following order: costs, interest, invoice amounts. Customer shall not be entitled either to withhold payments or to proceed to any compensation even in such circumstances as a dispute. In any case, in the event of payment delay, Customer shall not be entitled to take any steps (neither sale, nor processing) which may affect Goods.

3.- TRANSFER OF RISK – DELIVERY – SHIPMENT – VAT:

- 3.1 Except as may be otherwise specified in writing, the transfer of risk shall take place at Seller's plant before loading and in case of the use of Incoterms, risk shall pass in accordance with the applicable term - latest version of the Incoterms issued by the ICC - (Delivery). Should Customer fail to take delivery of Goods, Seller may store them at Customer's risk and expense and following a notification of their availability, invoice them as having been delivered. In any event, Seller remains entitled, without any special notice, to resell them and to claim applicable damages.
- 3.2 Unless otherwise specified in Order Confirmation, Goods are sold and delivered to their destination, and Seller shall determine the route and means of transportation, as well as the selection of forwarding agents and carriers. Customer shall be responsible to supply to Seller, sufficiently in advance in order to permit Seller to make the necessary shipping arrangements, all appropriate information including (a) marking and shipping instructions, (b) import certificates, documents required to obtain necessary government licenses and any other documents prior to their shipment, and (c) Customer's confirmation that it has caused the opening or establishment of a letter of credit if required. If any such instructions, documents or confirmations are not so received or would (in Seller's sole judgment) require unreasonable expense or delay on its part, then Seller may, at its sole discretion and without prejudice as to any other remedies, delay the time of shipment and/or cancel said contract.
- 3.3 Unless otherwise expressly agreed, delays in delivery shall not entitle Customer to claim any damages resulting therefrom. Delays in delivery shall only entitle Customer to cancel Goods not yet in the manufacturing process and only after having granted Seller a reasonable grace period in order to remedy said delay and only after having sent Seller a formal notice of default - for the sake of this article, manufacturing process shall be considered as soon as Seller incurs in any costs or activities for the manufacturing of the Goods. Without prejudice to the provisions contained in article 5 below, binding times for delivery shall only entitle Customer to damages insofar as Seller has been fully informed in writing at the conclusion of the contract of the possible loss and damage consequent to delayed delivery and of a specific valuation of the different elements thereof. In any event, in case of production delays, Seller is entitled not to supply the whole quantity that Customer has ordered in one delivery, but can deliver by several subsequent partial deliveries.
- 3.4 In the event that the supply of Goods is entitled to VAT exemption due to intra-community sales or the export destination of Goods delivered, and Customer takes Delivery at his own risk and own expense for the whole or for a part of the carriage or transport (delivery terms EXW, FOB, FCA, etc.), Seller shall only be bound to apply for a VAT exemption if Customer provides it with substantial proof of carriage or transport to the country of destination (transport document: CMR, bill of lading, CIM, export declaration, etc.).

4.- CONFORMITY – INSPECTION: All deliveries are subject to the normally accepted tolerances as to dimensions and weight, unless expressly agreed otherwise in the contract and its annexes. Upon delivery, Customer shall carry out an inspection of Goods to check weight, length and width as stated in Order Confirmation and any apparent damage to Goods shall then be noted. Goods shall be considered automatically accepted upon delivery to Customer, if Customer fails to make any Claim in writing in respect thereof not later than 3 days after their Delivery (“Warranty for Detectable Defects”) and before Goods undergo any further processing. No claim shall be accepted by Seller in respect of any defect, deficiency and/or failure of Goods to meet the specific terms of the order which a reasonable inspection should have revealed but for which said inspection was not made.

5.- LIABILITY – CLAIMS: Seller guarantees that Goods are in conformity with the specifications contained in Order Confirmation agreed by Seller. Customer shall have communicated to Seller all necessary information to ensure (a) the adequate elaboration of these specifications and (b) relative to the transformation and/or the final use of Goods and recognizes that the Seller’s obligation of conformity is fully satisfied when these specifications have been met at the time of Delivery. Any technical advice provided by Seller, before and/or during the use of Goods, whether provided verbally or in writing or by way of trials is given in good faith but without any warranty on the part of Seller. Seller’s advice shall not release Customer from his obligation to test Goods supplied by Seller as to their suitability for the intended processes and uses. The processing of Goods and any further use for any specific application, system or end products are undertaken solely at Customer’s risk. Undetectable defects at Delivery must be notified to Seller immediately upon discovery through a Claim, by registered letter return receipt requested, but, in any event, no later than 6 months after Delivery (“Warranty for Undetectable Defects”) (Customer having the obligation to inspect Goods thoroughly during the above mentioned period and before the Goods undergo any processing). In any event, Customer (i) must fulfill its obligation of mitigation of damages (ii) is not entitled to delay the payment of any outstanding invoices. If Goods are considered by Seller as defective,

then Seller is exclusively obliged, at its sole discretion, either (i) to replace or reimburse such Goods, or (ii) if the price has not already been paid by Customer, to reduce such price or to cancel the said contract. Seller shall not be liable for any loss of processing expenses, loss of production, loss of revenue and/or any other consequential or special loss or damage directly or indirectly sustained by Customer or by any other person whatsoever. Seller can only be held liable for damages caused by its gross negligence or willful misconduct duly proved by Customer, and Seller's liability will in any event be limited to 100 % of the invoiced value of the defective or damaged Goods. While respecting the warranty periods indicated in articles 4 and 5 above, any liability claims related to this GCS shall be subject to a statute of limitation of 12 months from the Delivery, unless applicable statutory law defines another mandatory period.

6.- RETENTION OF TITLE: Supplied Goods shall remain Seller's property until Customer fulfilled its payment obligations as described above. As such:

- a) If Goods are processed, combined, and/or mixed by Customer with other goods belonging to him, then Seller has the entire ownership on the new goods. If Goods are processed, combined, and/or mixed by Customer with other goods belonging to other suppliers, then Seller has a joint ownership right in the whole value of the new goods with such suppliers. In such a case, Seller's ownership shall be calculated on the basis of the ratio of the invoiced value of the Goods to the invoiced value of all goods, which were used for manufacturing the new goods.
- b) As long as Customer is not in default and provided that it reserves its property rights, Customer is exclusively entitled to resell Goods in the ordinary course of business. Use of Goods for executing service contracts and contracts for work, labour and material is herein regarded as a resale.
- c) Customer's receivables arising out of the resale of Goods are already assigned, for security purposes, exclusively to Seller. Customer is entitled to collect the receivables from reselling, unless Seller withdraws the direct debit authorization in case of any doubt about Customer's solvency and/or financial credibility or if Customer is in arrears on any of its payments. In the event Seller withdraws the direct debit authorization, Customer is obliged (i) to inform its clients immediately about the assignment to Seller and that Seller is the owner of Goods, (ii) and to give Seller all information and documents necessary in order to establish and confirm Seller's rights with respect to third parties. Customer shall be obligated to inform Seller without delay about any garnishment and/or any other actions adversely affecting the Goods undertaken by third parties. If the value of the existing security interests obtained by Customer for the benefit of Seller exceeds in total more than 20 % the total invoiced amount of the contractual debt of Customer, Seller is obliged, upon Customer's request, to release Goods selected by Seller.
- d) Customer shall have the sole liability for, and shall bear all risks and costs associated with the unloading, correct handling and suitable storage of Goods and/or the new goods as described in article 6 a) above. Moreover, Customer undertakes (i) to take a general liability all risks insurance policy, at its own cost, including coverage as to the deterioration and/or theft of all or a part of Goods and/or of the new goods and (ii) provide to Seller, at its first request, a certificate confirming both such insurance coverage and the payment of the insurance premium related thereto.

7.- COMPLIANCE: The Customer acknowledges that the intended Goods, Customer's performance within the contract, and any and all instruction provided by the Customer to the Seller under this contract (including but not limited to specifications of the product) shall be in full compliance with applicable laws and regulations, including but not limited to trade commerce law, antitrust law, environmental law, consumer law, anti corruption law, tax and finance law, labor law and human rights law. Equally, Customer ensures compliance with all Seller policies indicated in its website (<https://www.aperam.com/investors/corporate-governance/corporate-policies/>), including but not limited to Aperam's code of conduct, OR that at least that Customer has similar policies with a level of protection at least equal to the one from Aperam's. Non-compliance of the provisions of this clause 7 by Customer shall be considered as a substantial breach of this agreement, and Seller shall have the right to suspend or terminate the agreement accordingly with immediate effect.

8.- CONFIDENTIALITY & IP: The Customer undertakes to keep confidential such facts, documents and knowledge which come to its knowledge in the course of the performance of the business relationship with the Seller and which contain technical, financial, business or market-related information about the Seller, provided that we have designated the respective information as confidential or have an obvious interest in keeping it confidential (hereinafter collectively referred to as Confidential Information). For the avoidance of doubt, the Customer acknowledges that, for the full performance of the contract between the Parties, the Seller may disclose trade secret information, which shall be considered as Confidential Information for all purposes and be subjected to the obligations provided for in this clause 8,

without prejudice for all legal protections granted by the applicable law over trade secrets. The Customer shall use the Confidential Information exclusively for the purpose of the contractual implementation and execution of the contractual relationship with the Seller and the individual contracts based thereon. The obligation to maintain secrecy shall not apply insofar as the respective confidential information is or becomes demonstrably: generally known or must be disclosed due to mandatory statutory provisions or judicial or official orders. Each Party shall remain the sole owner of their (i) own background intellectual property, and (ii) any foreground intellectual property developed in independent manner (even if used for the scope of performing under the Order Confirmation). Any form of collaboration for intellectual property co-development or co-ownership shall be governed by a separate agreement signed and agreed by the Parties.

Customer represents and warrants that any specifications, drawings, samples or other instructions provided to Seller do not infringe any third-party intellectual property rights. Customer shall indemnify, defend and hold harmless Seller from and against any and all claims, damages, losses, costs and expenses (including reasonable legal fees) arising out of or in connection with any alleged or actual infringement of third-party intellectual property rights resulting from Seller's compliance with such specifications, drawings, samples or instructions.

9.- FORCE MAJEURE: Seller's manufacture, shipment and delivery of Goods hereunder shall be subject to, and Seller shall not be liable for, any delay in or impairment of performance resulting in whole or in part from any war (whether or not declared), strike, pandemic as declared by the World Health Organization, labor conflict, accident, fire, flood, Acts of God, delay in transportation, shortage of materials, equipment breakdowns, mill conditions, laws, regulations, orders or acts of any governmental agency or body, or any cause beyond the reasonable control of Seller, or rendering performance by Seller impracticable due to the occurrence of a contingency the non-occurrence of which was a basic assumption on which this Order Confirmation was issued. In any such event, Seller shall be entitled to such additional time to perform as may be reasonably necessary, and shall have the right to apportion its production among its customers in such manner as it may deem equitable. This provision shall apply, mutatis mutandis, to Customer. The occurrence of any such event of force majeure shall be notified in writing to the other party within a reasonable delay of the occurrence of any such event.

10.- LANGUAGE, JURISDICTION, MEDIATION AND APPLICABLE LAW: With respect to international sales, the Courts of Brussels shall have the exclusive jurisdiction as to any and all disputes arising in connection with said sale contract. However Seller reserves the exclusive right to bring any dispute involving Customer before the Courts of Customer's jurisdiction of incorporation. Domestic sales (meaning both Customer and Seller as defined in the Order are incorporated in the same country) disputes, however, shall be submitted exclusively to the Courts of the capital of the concerned country. Belgian law shall be the applicable law in all disputes arising under these GSC, with the exception (i) of any retention of title disputes which shall be governed by the law of the Customer's jurisdiction of incorporation and (ii) in case of domestic sales when the applicable law shall be the one of the concerned Country (and if applicable the state and city of the Customer) . In the event of any dispute arising out of or in connection with this GCS, the parties shall first discuss, notify management and escalate the litigious elements to the management of each party. If the parties failed to reach a settlement within [forty-five (45)] calendar days following the first notification of the dispute to management, the parties shall refer the dispute to proceedings under the International Chamber of Commerce (ICC) Mediation Rules, in a recognized mediation center in the respective jurisdiction. If the dispute has not been settled pursuant to the said Rules within [forty-five (45)] calendar days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, the Parties shall have the right to pursue such dispute under the applicable court defined in this article 9. The governing law of the contract is to be understood as the applicable law in these proceedings. The court elected competent in the contract is competent for conservatorship decisions, and the mediation provision above shall not limit such rights.

Status 05/2026