

1. SCOPE OF APPLICATION

1.1 These General Purchasing Conditions ("GPC") apply to the purchase of any materials, items, products, components, software and any related services ("Goods") from a supplier ("Seller") by Aperam Magnetic Components GmbH or any of its affiliated companies, including their respective successors in title, assigns and/or transferees, as the case may be ("Buyer"). These GPC form an integral part of any order, request, accepted quotation or offer ("Order") transmitted by the Buyer to the Seller. Only these GPC, the provisions of the Order and any documents incorporated by reference in the Order are binding on the Buyer.

1.2 If any term of these GPC is unenforceable for any reason, the other terms and conditions will not be affected.

1.3 If there is a discrepancy or ambiguity between the conditions in an Order and these GPC, the conditions in the Order will prevail.

2. PRICES - QUOTATION - CONDITIONS OF PAYMENT - INVOICING

2.1 Unless otherwise expressly stated in the Order, any quantities, forecasts, estimates or planning volumes communicated by Buyer to Seller are provided for planning purposes only and do not constitute a binding commitment to purchase a specific quantity of Goods.

2.2 All prices in the Order are fixed and not subject to revision. They are inclusive of all taxes (except VAT or equivalent), contributions, insurances and all other costs incurred by the Seller in performing the Order up to and including Delivery (as defined in these GPC), all packing, protecting, lashing and anchoring materials and all documents, accessories, devices and/or tools necessary to ensure complete and functional use and maintenance of the Goods and are inclusive of all payments for the use of any intellectual property rights, including those of third parties. Seller assumes the risk of any event affecting costs or pricing, including fluctuations in foreign exchange rates, raw material costs, inflation, labor or production costs, material availability or changes in Buyer's requirements, unless otherwise expressly agreed in writing by Buyer.

2.3 Upon each Delivery, the Seller must issue a commercial invoice to the Buyer. No invoice may relate to more than one Order. Unless otherwise specified in the Order, duly issued invoices shall be paid within 90 days end of month from the acceptance date of the Delivery by the Buyer or any shorter time agreed between the parties.

2.4 Amounts due under a Seller's invoice must be paid by the deadline stated in the Order. The Buyer may set-off costs it incurs from the Seller's default against outstanding invoices or may withhold payment if the Seller fails to fully perform its obligations under the Order. In this case Sellers shall have no claim for interest (even on a portion of the price), penalties or any other compensation.

2.5 The absence of a rejection of an invoice does not imply that the Buyer accepts the invoice. Payment of an invoice does not, of itself, mean that the Buyer agrees that the Goods comply with the Order.

3. QUALITY - SAFETY - SUSTAINABLE DEVELOPMENT

3.1 Before making any offer or quotation, Sellers will (i) obtain all information relating to Buyer's needs and foreseeable use of the Goods, in order to provide Buyer with all necessary advice and information on Goods proposed, (ii) inform themselves fully with regard to standards customs, rules and legal standards applicable to each delivery; For the proper performance of Orders, Sellers shall (i) define and apply quality assurance programs and (ii) conduct all necessary quality investigations and testing. Sellers shall keep Buyer fully informed of the results of such measures.

3.2 Through the application of the principles of sustainable development, the Buyer is strongly committed to the protection and improvement of safety, health, social dialogue and the environment. Safety in the workplace, in particular, is a priority for Buyer. Sellers shall provide Buyer with Goods and/or any necessary equipment, which fully satisfy the safety, health, social dialogue and environmental rules applicable to each delivery (such as laws and regulations, Buyer's safety rules, etc.).

3.3 Seller shall inform Buyer of any pertinent information in the areas of security, safety or the environment that relates to the Goods and/or their processing, handling or use. To this end, Seller will seek information from Buyer with regard to all special features (configuration, activities, transportation, traffic and circulation...) of the specified place of delivery. Such information provided to Sellers shall in no way limit Sellers' liability. Should Sellers commit a violation relating to safety, health or environmental obligations, Buyer will be entitled to cancel any Order, with Sellers bearing all expense and liability arising there from.

4. DELIVERY - TRANSFER OF TITLE - TRANSPORTATION

4.1 The Goods must be delivered DDP Incoterms 2010 to the delivery point specified by the Buyer in the Order ("Delivery").

4.2 Transfer of risk and title in each shipment of Goods pass from the Seller to the Buyer when the Goods are delivered in accordance with article 4.1. The Seller warrants that at the time of Delivery it will have good title to the Goods and will deliver them free and clear of all liens, claims and encumbrances.

4.3 Before Delivery:

(a) - the Seller must inspect the Goods for compliance with the specifications, quality, weight, and physical dimensions stated in the Order, as well as for any damage to the Goods or their packaging.

(b) - the Goods must be packed so that they will not be damaged during transportation or handling. All items must be properly marked: (i) according to applicable rules, especially in the case of hazardous goods; (ii) according to the Buyer's reasonable instructions; (iii) setting out the Buyer's Order number, the Seller's identification, item number, place of Delivery, item description, weight and quantity; and (iv) with all markings required for proper Delivery and assembly.

(c) - Sling and handling accessories must be provided with the Goods.

4.4 Transportation:

(a) - The Seller must deliver the Goods by all appropriate means and using appropriate equipment and accessories with the assistance of competent and solvent agents or subcontractors, where necessary.

(b) The Seller shall supply the quantities of Goods specified by Buyer in Orders, delivery schedules, releases or similar written instructions issued during the term of the Order ("Delivery Schedules"), in accordance with the delivery dates and other requirements specified therein. Buyer's requirements may vary depending on production demands, customer requirements or market conditions. Delivery Schedules form part of the applicable Order and are governed by these GPC. Seller shall manage lead times for raw materials and components in accordance with the firm quantities and delivery periods specified in the applicable Delivery Schedules, unless otherwise agreed in writing.

(c) Time of Delivery is material to the Order. Seller shall deliver the quantities of Goods at the times specified in the Order and/or applicable Delivery Schedules, provided that such quantities and delivery dates have been confirmed by Seller or are otherwise binding under the Order.

(d) If the Order is not performed within the time stated in the Order, or other document incorporated by reference into the Order, the Buyer may, after notifying the Seller of the delay, either terminate the Order within 30 days from the agreed delivery date and claim damages from the Seller, or accept Delivery. In addition, Buyer may require expedited transportation at Seller's expense and recover all costs and damages attributable to Seller's delay, including production-related costs and customer claims resulting from such delay. The Buyer may refuse partial or early Deliveries, and in such cases may: (i) return the Goods; or (ii) store them, at the Seller's expense and risk.

(e) If the Buyer so requests, the Seller must remove all packaging material from the Buyer's premises after Delivery.

(f) Seller shall not suspend or delay performance of the Order without prior written notice to Buyer and without giving Buyer a reasonable opportunity to remedy the relevant issue, except where such suspension is required by applicable law.

(g) Seller shall provide Buyer with all documentation and information required to comply with applicable laws and regulations relating to the Goods, including applicable requirements concerning conflict minerals or supply chain transparency obligations, and shall impose substantially similar obligations on its relevant subcontractors and suppliers.

(h) Where deliveries are governed by Delivery Schedules issued by Buyer, Seller shall not manufacture or procure Goods in excess of quantities reasonably required to comply with the applicable Delivery Schedules, unless otherwise approved in writing by Buyer.

4.5 The Seller must notify the Buyer in writing, without delay, of all details of any potential or actual delay to Delivery and the Seller's recovery plan.

5. ACCEPTANCE - INSPECTION

5.1 Without prejudice to the provisions of article 4.3, the Buyer may verify the progress and proper performance of the Order and inspect the Goods at the Seller's or its subcontractors' premises or elsewhere during normal working hours and upon reasonable notice. The Seller must provide, and cause its subcontractors to provide, the Buyer and its representatives with such access, assistance, tools and facilities as required for these inspections, at no additional cost to Buyer. Such inspection may include verification of Seller's compliance with applicable quality control procedures and requirements. Buyer's inspection, acceptance or failure to inspect the Goods shall not relieve Seller of any of its obligations, warranties or liabilities under the Order. Nothing in the Order shall release Seller from its obligations regarding testing, inspection and quality control.

5.2 The Seller must have an established and implemented quality system in accordance with the current versions of ISO 9001 and IATF 16949, or their equivalent, depending on the nature of the Goods. The Buyer or its representative shall have the right to undertake quality audits and verifications of Seller's or any subcontractor's quality system.

5.3 The Buyer must notify the Seller of any apparent defects in the Goods and it may reject defective Goods within 60 days of Delivery except if local law offers a longer term for such a claim, thus, this longer term will prevail. In the event of refusal of all or part of any delivery, Goods rejected shall be either stored and shipped back by the Buyer at Seller's expenses, risks and costs or be collected by the Seller at its own, at the Buyer's own discretion. Seller shall reimburse Buyer for all reasonable costs directly resulting from the rejection,

repair, replacement or correction of non-conforming Goods, including reasonable transportation, handling and packaging costs.

6. TECHNICAL DOCUMENTATION

No later than the date of Delivery, the Seller must deliver to the Buyer all technical documentation relating to the Goods and any other supporting documentation customarily supplied with the Goods or reasonably requested by the Buyer. Such technical documentation forms part of Buyer's Property and is considered an integral part of the Goods.

7. WARRANTY - LIABILITY

7.1 The Seller warrants that the Goods: (a) conform with agreed specifications and requirements; (b) are fit for the purpose(s) made known to the Seller; (c) are free from defects in design, materials and workmanship, and any security interest, lien or encumbrance; (d) comply with all applicable statutory requirements and standards; and (e) conform to approved samples. To the extent that Seller or its subcontractors participate in the design of the Goods, the foregoing warranties shall also apply to design defects, irrespective of any review or approval by Buyer. Any representations or warranties included in Sellers' catalogues, brochures, sales literature and quality systems shall be binding on Seller.

7.2 The Seller warrants due performance of the Goods for a period of three (3) years after Delivery or, if the Goods are incorporated into Buyer's products, for the duration of any longer warranty period contractually granted by Buyer to its direct customer with respect to such products, to the extent the defect is attributable to the Goods supplied by Seller.

7.3 If Goods are not as warranted, the Buyer may: (a) reject them and require the Seller to repair them or deliver replacement Goods, at the Seller's expense; (b) terminate the Order according to the provisions of article 11 (Termination), if the Seller fails to deliver replacement or repaired Goods within a reasonable time; (c) accept the Goods with an equitable reduction in price. The Seller must remove rejected Goods from the Buyer's premises no later than 30 days after their rejection, at the Seller's risk and expense.

7.4 If the Seller fails to deliver replacement or repaired Goods within a reasonable time, the Buyer may replace or repair the Goods at the Seller's expense.

7.5 Any Goods repaired or replaced are subject to the provisions of this article 7 and the warranty period applies to them from the date of Delivery or repair.

7.6 The Seller is responsible for defects or other failures to meet the requirements of the Order, regardless of any inspection, approval or acceptance of Goods. Buyer's review, approval or acceptance of samples, drawings or specifications shall not limit Seller's responsibility under these warranties.

7.7 Seller shall ensure the availability of the Goods and of spare parts, replacement parts and components required for repair, maintenance, service or extension purposes during the term of the Order and for a period of fifteen (15) years after Buyer's last purchase of the applicable Goods, unless otherwise agreed in writing. For a period of ten (10) years after the end of regular production of the applicable Goods, Seller shall supply Buyer with such Goods, spare parts and replacement parts at the prices applicable at the end of the regular production period. For the remaining period until expiry of the fifteen (15) year supply obligation, any price adjustment requested by Seller due to reduced volumes or increased production costs shall be subject to Buyer's prior written agreement and supported by reasonable justification. Seller shall notify Buyer in writing at least twelve (12) months in advance of any intended discontinuation of the Goods or any component thereof, in order to allow Buyer to place final orders and secure continuity of supply. If Seller fails to ensure the availability or supply of the Goods, spare parts, replacement parts or components as required above, Buyer may procure them from alternative sources, and Seller shall reimburse Buyer for all reasonable costs directly resulting from such failure, including any additional purchase, transportation, handling and qualification costs.

7.8 Seller shall promptly notify Buyer in writing if Seller knows or reasonably believes that Goods, specifications or designs provided or approved by Buyer may not be fit for their intended purpose or may create safety, quality or compliance risks.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Seller warrants that neither the Goods nor their sale infringes or violates any third party rights. The Seller indemnifies and holds harmless the Buyer against all claims, damages, loss or expense arising out of any infringement of third party rights. The Seller must, at its own expense if so requested by the Buyer, defend the Buyer against all such claims.

8.2 If the Goods become the subject of claims of infringement of third party rights, the Seller must, after consultation with the Buyer, either obtain the right for the Buyer to use the Goods or modify or replace the Goods to remove the infringement, without prejudice to the Goods' compliance with the Order.

8.3 Any patentable inventions, as well as protectable results created specifically for Buyer in connection with the Order, shall belong to the Buyer, unless Seller establishes that they arise from Seller's sole inventive capacity

and were developed independently of the Order. The rights of representation, reproduction, adaptation, translation, distribution, and exploitation relating to such creations will be transferred to the Buyer for the applicable statutory protection period, including, where applicable, 70 years after the death of the author.

9. NON-DISCLOSURE - PROPRIETARY RIGHTS

9.1 All written information concerning the Goods supplied by either party to the other, the disclosing party's business, forecasts, know how, specifications, procedures and all technical and commercial information, documents and data disclosed in connection with an Order must be treated as confidential and must not be disclosed to third parties without the disclosing party's prior written consent. Such information must be used exclusively for the performance of the Order, or for the purpose of preparing offers or quotations for the Buyer. The obligations in this article 9 will remain in force for 3 years from the date of Delivery.

9.2 The rights of ownership and the intellectual property rights in any designs, drawings, samples and documents delivered by the Buyer to the Seller remain with the Buyer.

10. FORCE MAJEURE

10.1 Neither Party is liable for delay or failure in performing all or part of the Order, to the extent that its performance has been prevented, delayed or hindered due to an event beyond its reasonable control, which could not have been reasonably foreseen on the date of the Order, nor can reasonably be avoided; including but not limited to general strikes, epidemics, floods, earthquakes, war, embargo and civil unrest (each certified by the relevant authority / Chamber of Commerce as "Force Majeure", where applicable).

10.2 In the event of an event of Force Majeure affecting Sellers, the Buyer shall be entitled at its discretion:

- (a) to agree with Sellers on an extension of time for delivery; or
- (b) to terminate the Order or any part thereof, at any time, without further obligation or liability, and request the reimbursement of any sums already paid.

10.3 If the effects of Force Majeure last 3 months or less, the Goods affected must be delivered at a time agreed between the parties, being no later than 6 months after the effects of Force Majeure have ceased to exist.

10.4 If the effects of Force Majeure last longer than 3 months, either Party may terminate the Order involved on 30 days' notice. In the absence of termination the Goods involved must be delivered at a time agreed between the parties, being no later than 12 months after the effects of Force Majeure have ceased to exist.

10.5 The Party claiming Force Majeure must notify the other Party within 5 days after Force Majeure has ceased to exist.

10.6 If the Seller claims Force Majeure, the Buyer may purchase similar goods from alternative sources, in which case it is released from its obligations to purchase the Goods from the Seller.

11. TERMINATION

11.1 The Buyer may suspend performance of the Order for a period determined by the Buyer, or terminate it wholly or partly, without cause, by giving the Seller 30 days' prior written notice. In such cases, the Buyer shall only be liable for reasonable direct costs properly incurred by the Seller prior to termination in relation to conforming Goods, work in progress and non-cancellable raw materials specifically intended for the Order, excluding any loss of anticipated profit, overhead, indirect or consequential damages.

11.2 If a party breaches a material provision of the Order, the other party may terminate the Order without any further liability or obligation with immediate effect and recover from the breaching party all direct costs relating to the termination including recovery of any amounts paid under the Order.

11.3 Buyer is entitled to terminate the Order with immediate effect without any further liability if Buyer has reasonable grounds to believe that Seller will be unable to properly perform its obligations under the Order, including due to insolvency, cessation of business or similar financial distress, or if Seller repeatedly fails to meet agreed delivery, quality or compliance requirements.

12. TRANSITION OF SUPPLY

12.1 Upon expiration or termination of the Order, Seller shall, upon Buyer's reasonable request, provide reasonable transition support to facilitate an orderly transition of supply of the Goods and to avoid unnecessary disruption of Buyer's operations. The scope and duration of any transition support shall be determined based on Buyer's reasonable requirements under the circumstances. Such transition support shall include the continued supply of Goods for a reasonable transition period on the terms of the Order, but in any event for at least three (3) months, unless otherwise agreed in writing, and the prompt return of any tools, equipment, materials, documents, specifications, samples, data or other items provided by Buyer to Seller, or paid for or reimbursed by Buyer, in connection with the Order ("Buyer's Property").

12.2 A breach by Seller of its obligations relating to continuity of supply or Buyer's Property may cause significant harm to Buyer for which damages alone may not be an adequate remedy. Buyer shall therefore be entitled to seek

injunctive relief or specific performance to the extent permitted by applicable law, in addition to any other remedies available under the Order.

13. INSURANCE

The Seller must take out and maintain in force all insurance policies necessary to cover its liability under the Order. The Seller must provide the Buyer with evidence of such insurance.

14. SUBCONTRACTING

The Seller must not sub-contract any part of its obligations to third parties without the prior written consent of the Buyer. Such consent may not be unreasonably withheld or delayed. Any sub-contracting is at the Seller's sole expense and risk. The Seller is liable for the acts and omission of its sub-contractors and must indemnify the Buyer against any loss or damage suffered by the Buyer arising from any act or omission of its sub-contractors.

15. ASSIGNMENT

Neither party may assign or transfer its rights and/or obligations under the Order (including the right to receive payment) without the other party's prior written consent. Such consent may not be unreasonably withheld or delayed.

16. JURISDICTION - APPLICABLE LAW

16.1 The Order is governed by and construed exclusively in accordance with the substantive laws of the Buyer's place of incorporation. The UN Convention on Contracts for the International Sale of Goods of 1980 does not apply to the Order.

16.2 Any disputes arising out of or in connection with the Order must be settled by the competent Courts of the Buyer's place of incorporation, but the Buyer reserves the right to bring any dispute before Courts having jurisdiction over the Goods, the Seller or its assets.

17. COMPLIANCE WITH LAW & APERAM POLICIES

17.1 Compliance with Law

Each Party must comply, and must ensure that its directors, officers, employees, contractors, sub-contractors, Seller's and agents ("Personnel") comply, with all applicable Laws, including those concerning corruption, money-laundering, the payment of bribes, tax evasion, economic sanctions, the registration, evaluation, authorisation and restriction of chemicals, health and safety and must not undertake or cause to be undertaken any activity that is illegal or unlawful.

17.2 Corruption

Each Party warrants that it (i) has not paid, (ii) has not agreed to pay, and (iii) will not pay directly or through its Personnel or any entities acting on its behalf, any commission, facilitation payments or inducement in connection with the Order.

17.3 Fraud

The Parties must take all necessary steps in accordance with good industry practice, to prevent any fraudulent activity, in relation to the Order, by either of them or their Personnel or the directors, officers, employees, contractors, sub-contractors, Sellers or agents of their Personnel.

17.4 Compliance with Aperam's Policies

The Seller has reviewed Aperam's (i) Health & Safety Policy; (ii) Code of Business Conduct, (iii) Anti-corruption Procedure; (iv) Human Rights Policy; (v) Responsible Sourcing Code ("Policies"), as set out on Aperam's website. In the performance of its obligations under the Order and business arising from it, the Seller must comply with the principles contained in the Policies and must ensure that its Personnel comply with those principles.

17.5 Internal controls, record keeping and audit rights

- The Seller must maintain, and ensure that its Personnel maintain, adequate internal controls and procedures to assure compliance with this clause 16, including procedures to accurately record and report all relevant transactions in its books and records.
- The Seller must retain, and ensure that its Personnel retain, all records, invoices and information related to the Order ("Records") for ten (10) years after its completion or termination. The Seller must provide the Buyer with originals of any Records, on request. The Buyer may reproduce and retain copies of any Records.
- The Buyer may monitor or audit the Seller's compliance with this clause 16 at any time while the Order is in force and within ten (10) years of its completion or termination. In the course of such monitoring or auditing, the Seller must (i) provide the Buyer (or its authorised representative) with access to its premises and Records (and those of its Personnel) and (ii) permit the Buyer (or its authorised representative) to interview the Seller's Personnel, upon the Buyer's request. The Seller must implement recommendations arising from such monitoring or auditing within the deadline(s) prescribed by the Buyer.

17.6 Seller's indemnity and risk

- The Seller indemnifies, defends, and holds harmless the Buyer, and its affiliates and associated companies, and its and their Personnel from and against all liabilities, losses, damages, injuries, costs, expenses, actions, proceedings, claims, demands, fines and penalties arising out of the Seller's breach of its obligations, warranties or undertakings in this clause

16.

- To the extent that the Seller or its Personnel must enter the Buyer's property, they do so at their own risk.

17.7 Seller's liability

Nothing in this clause 16 limits or excludes any obligation or liability imposed by Law on the Seller or its Personnel and/or the directors, officers, employees, contractors, sub-contractors, Seller's or agents of its Personnel.

18. NON SOLICITATION

18.1 To protect Aperam Group rights in Confidential information, the Seller agrees:

- not to directly or indirectly encourage nor seek to influence any executive officer (as defined below) to quit or leave the Aperam Group; nor to commence employment or any consultancy agreement with any Executive Officer (as defined below) directly or indirectly through a third party, during the Term of the relationship with the Aperam Group and for an additional (1) year following termination or expiration thereof, without the prior written consent of the Aperam CHROs which must be requested before the very first contact by Seller to any executive officer of Aperam Group ("the Non-Solicitation Obligation").

18.2 This clause does not apply to a general media solicitation for employment not targeted at any individual employee.

18.3 For the purpose of this provision, Executive Officer means positions as of grade 22 according to the Hay Job Evaluation Methodology who is an employee of Aperam Group.

18.4 The Seller hereby acknowledges that a breach by the CONTRACTOR of the Confidential Information, the Aperam's Group proprietary information, or Non-Solicitation Obligation, will cause Aperam Group and the buyer involved in the execution of the Agreement irreparable injury and damage for which remedies at law would be inadequate. Therefore, the Seller hereby agrees that the Aperam Group and the Aperam's buyer involved in the execution of these General Conditions Agreement shall be entitled to:

- seek injunctive and/or other equitable relief to prevent or to stop a breach or threatened breach of this Agreement, or any part of it, and to secure its performance;
- request the Seller to stop the recruitment process or to dismiss the executive officer concerned, depending on the situation; and,
- to terminate immediately this Agreement, the Seller being not entitled to any indemnification derived from such termination".

18.5 In addition to the above provision and without prejudice to any other right that can be claimed by Aperam Group and the Aperam buyer involved in the execution of these GENERAL CONDITIONS in case the Seller solicited an executive officer, the Seller shall pay within 30 days of the date of the Aperam Group written demand an amount equal to three (3) years of gross salary including bonus and incentives of the concerned executive officer (compensation).

18.6 For purposes of this Clause the Parties agree to define the following terms:

Aperam Group: means any company that directly or indirectly controls, is directly or indirectly controlled by or is under common direct or indirect control of Aperam S.A. For the purpose hereof, control means the direct or indirect possession of the power to direct or cause the direction of the management of Aperam S.A. pursuant to the ownership of voting securities, by contract or otherwise.

Confidential information: means any and all information, technical data or know-how, including, but not limited to, that which relates to research, experimental work, policies, personnel information, procurement requirements, procurement policies and strategic plans, products, services, customers, markets, specifications, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances in any form whatsoever (including, without limitation, derivatives) or any combinations of the above information belonging or relating to Aperam Group which information is designated as, or would be considered by a reasonable person to be, confidential or proprietary.

CONTRACTOR: means any company that directly or indirectly controls, is directly or indirectly controlled by or is under common direct or indirect control of Seller's Headquarter Company. For the purpose hereof, control means the direct or indirect possession of the power to direct or cause the direction of the management of Seller's Headquarter Company. pursuant to the ownership of voting securities, by contract or otherwise.
