

General Conditions of Sale

1. **ACCEPTANCE OF CONDITIONS:** All offers of voestalpine High Performance Metals Ibérica, S.A.U. are subject to the written confirmation of the client accepting the conditions of our offer, as well as the general conditions of sale that are an integral part of it, at which point they will be considered a firm order.

In the event that the customer wishes to formalize his order in writing, it must contain, in any case, a description of the products to be purchased, the quantity, the price and total amount, date and place of delivery and also have the express confirmation of voestalpine High Performance Metals Ibérica, S.A.U. to make it binding.

2. **PRICES:** Prices may be subject to internal variations or derived from external factors. The surcharge for scrap, alloy, and energy in applicable at the time of supply will be applied., these concepts will be detailed in the offer. In pieces with cuts or custom machining, the price corresponding to said service will be applied, as indicated in our offer, broken down or reflected in part cost.

Transportation and Packaging are not included in the price. The Packaging or Pallets will be used according to safety criteria in cargo handling and the later are considered returnable. Your price will be charged in invoice and will be paid upon return. The return of packaging will be coordinated through our customer service. Prices do not include taxes.

3. **VALIDITY OF OFFERS:** All offers are subject to a period of validity that will be indicated therein, except for expressly stated extensions. Delivery times are indicative and are subject to product availability, unless otherwise indicated.

4. **DELIVERY AND ACCEPTANCE OF THE PRODUCT:** cases where the material travels on behalf of the buyer, voestalpine High Performance Metals Ibérica, S.A.U. will not be liable for damage, deterioration or loss that occurs from the moment the delivery is made to the carrier.

The invoiced weight corresponds to the actual weight of the delivered product. voestalpine High Performance Metals Ibérica, S.A.U. makes available to its clients the procedures and calibration records of their weighing equipment carried out by external accredited calibration laboratories.

If any additional approvals or certifications are required, this must be indicated at the time of the bid request.

In the case that the application of the materials offered is considered critical due to the possibility of damage to persons or property, this must be indicated at the time of the request for quotation.

The products indicated as Tool Steel / High Speed Steel in our catalogs are primarily intended for use in tooling and cutting tool manufacturing applications, voestalpine High Performance Metals Ibérica SAU is not responsible for any damage caused by their use in other applications.

RE-EXPORT: The purchasing party undertakes not to carry out any act of commerce prohibited by international embargoes and other restrictive rules of exports, established in Spanish legislation or in the rules or agreements of international organizations, binding on companies located in the states of the European Union.

The customer is aware of the regulations of the European Union and the USA. concerning sanctions against Iran and Syria (EU n° 961/2010) regulations (EC n°423 / 2007), as well as the regulations against Russia (EU n° 2022/0576+0580+0581) and against Belarus (EU n° 2022/577) and similar regulations or legal provisions in force as well as Voestalpine group policies to control that none of our products will be delivered to Iran, Syria, Russia or Belarus ("Regulations" in general) The customer will comply with these Regulations in their entirety regardless of whether they apply to themselves and (i) will not deliver the products to Iran, Syria, Russia and Belarus nor will resell the products to anyone who to their knowledge could do so, (ii) nor will violate these legal regulations in any other way.

DELIVERY DATES: Delivery dates are understood from the date of order confirmation and are respected except in cases of force majeure. The seller agrees to inform the buyer of possible delays caused by difficulties or alterations in production. Penalties for deviation from the originally confirmed deadline are not allowed.

APPROVAL OF GOODS: No returns are allowed without prior written authorization from voestalpine High Performance Metals Ibérica, S.A.U. in the event that the customer requires checks prior to the delivery of merchandise, it must have been expressly stated in the purchase order. The verification may be carried out at our facilities and by our staff or by personal affection for the customer, by third parties or by expert, being the costs of such checks borne by the buyer. The maximum period to carry out the verification is established in 5 business days from the date of its notification, after said period, the seller will carry out the verification. The material declared suitable in the verification cannot be rejected later, so voestalpine High Performance Metals Ibérica, S.A.U. reserves the right to make deliveries outside the reservations placed by the buyer.

CANCELLATIONS OR MODIFICATIONS OF ORDERS: They are subject to prior review of the order situation. The costs caused by said cancellation or modification of orders in progress will be passed on.

All products belonging to the additive manufacturing service (both inserts and unique pieces as well as advanced manufacturing products) are guaranteed to comply with the contracted specifications and must be checked after receipt, to notify possible defects, if any. Those products that undergo post-processing, assembly or subsequent use not previously specified have no warranty, except for defects against the contracted specifications that are not susceptible to incoming inspection and that have been shown to be the exclusive and direct cause of voestalpine High Performance Metals Ibérica S.A.U. (in which case, such defects must be reported immediately after recognition). No guarantee of performance or suitability is given for those applications not specified above.

CLAIMS: If the material shows visible defects, it must be claimed within a maximum period of 10 days from receipt. If internal defects are only noticeable when using the material, the buyer must immediately stop the transformation and contact our customer service to manage as quickly as possible to obtain data or specimens to find the cause of the nonconformity. It is necessary to provide the data of the purchase of the material, as well as other technical details about the handling of the material or production of parts. The maximum period to notify these claims will be 3 months from delivery. Where appropriate, the seller will perform the necessary tests to determine the cause of the claim. Explicitly excluded from the claim are the costs derived from handling, treatments or production processes carried out with the material. In accordance with our quality system, we collect and record suggestions and complaints from our customers to determine the causes of possible claims and try to improve our products and services.

5. **CONDITIONS AND FORMS OF PAYMENT:** The buyer will make the payments promptly according to the conditions established in writing in our offers and / or order confirmations or contracts with the customer. Payment documents (checks, promissory notes and transfers) will be issued only in the name of voestalpine High Performance Metals Ibérica, S.A.U.

In the case of non-compliance with the payment terms agreed in this contract, the corresponding late payment interest will be applied according to Law 3/2004, of December 29, which establishes measures to combat late payments in commercial operations. The expenses derived from this breach will also be borne by the debtor. Failure to comply with the commitments entitles voestalpine High Performance Metals Ibérica, S.A.U. to immobilize parts of the order or pending orders without prejudice to the exercise of the actions deemed appropriate for the collection of the supply (s) made, as well as the costs derived from the delay and / or costs of the orders for ongoing productions.

In the event of default of only one of the payment terms and 15 days after its requirement via certification, voestalpine High Performance Metals Ibérica, S.A.U. reserves the right to demand immediate payment of the outstanding credit balance and / or resolve the sale by deriving the automatic right to return all material sold. The sums already paid by the buyer will be attributed to voestalpine High Performance Metals Ibérica, S.A.U. for damages, this party reserving any other claim that is convenient for them.

6. **DATA PROTECTION:** In accordance with the legislation in force, the data of the purchasing party is incorporated into the file of Clients whose responsibility is voestalpine High Performance Metals Ibérica, S.A.U. These data will be used exclusively for the intended purposes. The buyer will have their rights of access, rectification, deletion, opposition, limitation to the processing and portability of their data safe, as well as revoke the consent at the address C \ Andorra 59-61, 08840 Viladecans - Barcelona.

7. **CONFIDENTIALITY:** All documentation provided in the framework of the commercial relationship by voestalpine High Performance Metals Ibérica, S.A.U. it will be confidential and will be considered your property. The buyer is obliged to keep the strictest confidentiality indefinitely and not to copy or make available or transfer said documentation to third parties, using it only for the purposes set forth in said commercial relationship. Blueprints, illustrations, weight indications, performance data, as well as other technical data are provided on an approximate basis, unless they are qualified as "strictly final". Such documentation will also be confidential. Its distribution to third parties is subject to the express approval of voestalpine High Performance Metals Ibérica, S.A.U.

8. **APPLICABLE LAW AND JURISDICTION:** The General Terms and Conditions of Sale are applicable to any transaction of sale and provision of the services described or included in any of its forms. Any other terms or conditions that may apply are excluded. For the resolution or interpretation of any dispute or question regarding sales and their consequences, the Courts and Tribunals of Barcelona will be competent.

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