

## 1. GENERAL TERMS AND CONDITIONS

These GTC are applicable to the purchase of Services by any entity in the Erasteel group of companies.

## 2. DEFINITIONS

**Agreement** means the Purchase Agreement, including these GTC and any other appendices attached thereto or incorporated therein by reference.

**Confidential Information** means the contents of or the existence of the Agreement or any financial information, trade secrets, customer lists or other information which a Party may from time to time receive or obtain (orally or in writing or in disc or electronic form or in any other form) as a result of entering into or performing its obligations pursuant to the Agreement.

**Data Protection Laws** means the General Data Protection Regulation (EU 2016/679), or any other applicable regulations regarding data protection.

**Force Majeure** means labor conflicts and every other circumstance beyond the control of the Parties, such as fire, natural disasters, war, mobilization or military conscription to a corresponding extent, requisition, seizure, trading and currency restrictions, riot and revolt, restrictions on the supply of power, actions of any competent governmental authority, court orders or orders of any regulatory body having jurisdiction, acts of the public enemy, terrorism, destruction of machinery, plant and equipment, sabotage, blockades, embargoes, unavailability, failure of or damage to transportation facilities, epidemics and pandemics, or restrictions in the use of power, caused by any such circumstances.

**GTC** means these General Terms and Conditions for Purchase of Services.

**Intellectual Property Rights** means all intellectual property rights, including, but not limited to, rights in and to inventions (whether patentable or not), utility models, copyrights (including copyrights in software), trademarks, design rights, patents, neighbouring rights, database rights and any other statutory protection of a similar kind, as well as know-how and trade secrets, whether or not such rights are registered or capable of being registered and includes (where applicable) the right to apply for registration of such right in any part of the world.

**Laws** means laws, ordinances, regulations, decisions of governmental authorities and other authority requirements and official standards.

**Party** means a party to the Agreement.

**Parties** means the parties to the Agreement.

**Services** means the services purchased under the Purchase Agreement.

**Purchase Agreement** means the written agreement between the Parties concerning the purchase of the Services, including any purchase order and purchase order confirmation.

**Purchaser** means the entity purchasing the Services set out in the Purchase Agreement.

**REACH** means Regulation (EC) N° 1907/2006 of the European Parliament and of the Council concerning Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), establishing a European Chemicals Agency.

**Restricted Territory** means Cuba, Iran, North Korea, Sudan, South Sudan, Syria, Russia, Crimea (including Sevastopol), the so-called Donetsk People's Republic and Luhansk People's Republic or the Kherson and Zaporizhzhia regions of Ukraine, Belarus, or any other territory which is the target of comprehensive, country-wide or territory-wide Sanctions.

**Sanctioned Party** means any person or entity, or any such owned or controlled by a person or entity, subject to Sanctions administered by any Sanctions Authority.

**Sanctions** means all sanctions, trade embargoes or other comprehensive prohibitions against transaction activity pursuant to any anti-terrorism laws or export control laws, regulations, directives and orders imposed, administered or enforced from time to time by any Sanctions Authority.

**Sanctions Authority** means (i) the United Nations Security Council, (ii) the United States of America, (iii) the European Union, (iv) the United Kingdom, (v) Sweden, (vi) France, or (vii) the respective governmental institutions of any of the foregoing.

**Standard of Care** means the best judgment, due care, skill and diligence normally exercised by professionals providing similar services as the Services under similar circumstances and in accordance with all applicable Laws.

**Supplier** means the entity supplying the Services to as set out in the Purchase Agreement.

## 3. GENERAL REQUIREMENTS

Supplier shall carry out the Services during Purchaser's normal working hours at Purchaser's site or, with respect to maintenance work on production equipment, during planned maintenance stops, notwithstanding the time of day, or such other times which are suitable taking into account the ongoing production. Supplier shall, in consultation with Purchaser, plan and carry out the Services so that the production and any other work carried out at Purchaser's site (including third party work) is not disturbed more than necessary.

Supplier's personnel used for the Services shall have (i) the appropriate competence, qualifications and experience; (ii) hold all necessary authorizations and certificates; (iii) have received all necessary training for the Services.

Unless otherwise agreed, Supplier shall, at Supplier's expense, provide the material, consumables, tools, machinery and other products and equipment necessary to perform the Services in accordance with the Agreement. Any such material, consumables, tools, machinery and other products and equipment

shall be well suited for its purpose, be in accordance with the Agreement and correspond to Purchaser's requests.

#### 4. ENVIRONMENT, HEALTH AND SAFETY

Supplier shall comply with Purchaser's instructions and the environment, health and safety regulations at Purchaser's site.

Supplier shall, upon request, take part in the Purchaser's different activities regarding environment, health and safety, e.g. safety inspections and safety committee meetings, at Purchaser's site.

Supplier shall ensure that Supplier's personnel have reviewed the environment, health and safety regulations at Purchaser's site, and participated in Purchaser's training program, prior to commencement of the Services.

Supplier shall ensure that its personnel use personal protective equipment and other safety equipment, and that the personnel knows how such equipment shall be used properly.

Supplier shall conduct risk assessments before commencement of the Services at Purchaser's site. Risk assessments must be documented and presented to the Purchaser upon request.

Supplier shall at all times maintain good order at the workplace at the Purchaser's site, which, e.g., entails that any materials used shall be situated in well-ordered storage locations, regular removal and cleaning shall take place, and any waste shall be removed.

Supplier shall upon Purchaser's request, without delay, dismiss from work any of Supplier's personnel who does not comply with Purchaser's instructions, the environment, health and safety regulations at Purchaser's site, has not received the required training or otherwise is unsuitable for the Services. Such dismissal shall not affect Supplier's obligation to perform the Services in time or otherwise as agreed. Supplier shall always be regarded as the responsible employer for its employees when carrying out the Services.

Each month, Supplier shall report to the Purchaser the number of actual working hours, including sub-contractors' working hours, for the previous month within or adjacent to the Purchaser's site and related to the Services. The Purchaser will use this information to compile accident statistics (LTI frequency). Upon the occurrence of an accident or near-accident involving Supplier's personnel, Supplier shall issue a written accident report and without undue delay send a copy thereof to Purchaser. Supplier shall implement without delay any corrective and/or preventive action plan provided by Purchaser.

Supplier may not bring or use hazardous materials or chemicals to Purchaser's site without Purchaser's prior written consent. Supplier shall comply with REACH in respect of such materials or chemicals, provide safety data sheets and store them properly and in accordance with Purchaser's instructions and

the environment, health and safety regulations at Purchaser's site.

Purchaser, or an independent third party appointed by the Purchaser, shall at all times be entitled to inspect the safety conditions at Purchaser's site and otherwise review Supplier's compliance with this clause. Supplier undertakes to participate in any such inspection, provide all necessary documentation and in all other respects co-operate with the Purchaser. Inspections conducted by the Purchaser as described herein shall be scheduled and carried out so as not to unnecessarily disturb Supplier's performance of the Services.

#### 5. DELAYS

The Parties shall agree on when Supplier shall commence and complete Services in the Purchase Agreement.

Supplier shall, as soon as possible, inform Purchaser in writing of any expected delay, stating the reason for the delay and, to the extent possible, the time when the Services can be expected to commence and to be completed.

In the event of delayed Services, Supplier shall pay liquidated damages corresponding to 1% of the total price for the Services per commenced day of delay. The total amount of liquidated damages for delay shall not exceed 20% of the total price of the Services. If the Services are carried out on a time and materials basis, Purchaser shall make a reasonable estimate of the total price for the Services to be the basis for the calculations of the liquidated damages. Liquidated damages shall be paid immediately by Supplier upon written demand from Purchaser.

In case Supplier has been repeatedly in delay or if Purchaser is entitled to the agreed maximum liquidated damages, or if it is clear from the circumstances that such delay will occur, the Purchaser shall be entitled to terminate the Agreement, or part thereof, with immediate effect by written notice to Supplier. If Purchaser terminates the Agreement, or part thereof, the Purchaser shall be entitled to compensation for any loss, costs or damage, suffered as a result of the delay or the anticipated delay (as applicable) exceeding any incurred liquidated damages.

#### 6. DOCUMENTATION

Supplier shall provide documentation and information, including but not limited to reports, diagrams, drawings, charts, instructions and manuals, regarding the Services required for the intended and proper utilization of the Services and the result thereof and any other documentation and information required to be provided under applicable Laws, in, unless otherwise agreed in writing, the local language at Purchaser's site. Supplier shall upon request record, update and upload such documentation and information in Purchaser's knowledge management systems.

#### 7. SERVICES WARRANTY AND DEFECTS

Supplier warrants that the Services comply with the Standard of Care, the Services specification in the Purchase Agreement and any agreed result of the Services. Any deviation from the warranties in this clause shall constitute a defect in the Services. The

warranty period of the Services shall be two (2) years from completion of the Services.

Purchaser shall notify Supplier in writing of any defect within sixty (60) days after having noticed, investigated and understood the nature of the defect. If Purchaser fails to give such timely notice, Purchaser shall compensate the Supplier for any reasonable additional costs the Supplier incurs due to the late notice.

Upon written notice by Purchaser regarding defective Services, Supplier shall without delay, at the risk and expense of Supplier, at Purchaser's sole discretion, reperform the defective Services, or compensate Purchaser for the defect by means of a price reduction corresponding to the reduced value of the Services for Purchaser. If Supplier fails to reperform the Services without delay, Purchaser shall be entitled to, at its sole discretion, remedy the defect, either itself or by using a third party, at the risk and expense of Supplier. The warranty period for reperformed Services shall be two (2) years from the completed reperformance. If the defect is material, Purchaser is further entitled to terminate the Agreement, or part thereof, with immediate effect.

If the Services are defective, Purchaser shall also be entitled to compensation for any cost, loss or other damage incurred by Purchaser due to the defect to the extent such damage has not already been compensated according to this clause.

## 8. SUB-CONTRACTING

Supplier's use of subcontractors for the Services is subject to Purchaser's prior consent in writing. Supplier shall be equally liable for any subcontractor's work as for its own work and for any subcontractor's employees as for its own employees.

## 9. PRICE, TAXES, CHARGES AND FEES

The price of the Services shall be as agreed in the Purchase Agreement and is exclusive of VAT. All other taxes, customs duties and other charges shall be included in the price of the Services. Any new taxes, customs duties or other charges enacted or imposed on the object of the Agreement after the Agreement was entered into, shall be borne by Supplier.

## 10. PAYMENT AND INVOICING

Supplier shall be entitled to invoice Purchaser following completion of the Services. Invoices shall be paid within forty-five (45) calendar days from date of the invoice. Invoicing fees shall not be charged. Payment shall not constitute acceptance of the Services, or any amounts invoiced. Payments shall be made in the currency agreed in the Purchasing Agreement by electronic transfer to the Supplier's bank account with a reputable international commercial bank in the country of the Supplier's incorporation or in the EU, EEA, the United Kingdom, USA or Canada.

In the event that any payment is not made on the payment due date, such late payment shall accrue interest from the payment due date to the date on which payment is received in full at a rate of four (4) percentage points above the rate of the main refinancing facility of the European Central Bank per annum. Purchaser shall also reimburse Supplier for all reasonable debt collecting fees.

## 11. FORCE MAJEURE

Either Party shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded by Force Majeure. An event of Force Majeure, whether occurring prior to or after the Agreement was entered into, shall give a right to suspension only if its effect on the performance of the Agreement could not be foreseen at the time the Agreement was entered into and the Party affected by Force Majeure could not reasonably have avoided, overcome or reduced the effects of the impediment (however the affected Party shall have no obligation to settle labor conflicts).

A Party that wishes to invoke Force Majeure shall without delay, and at least within seven (7) calendar days from the occurrence, notify the other Party in writing, describing the circumstances constituting Force Majeure. If the Party affected by Force Majeure fails to notify the other Party accordingly, it shall not be entitled invoke Force Majeure.

The Party affected by Force Majeure shall also notify the other Party in writing without delay of the cessation of the Force Majeure. Upon cessation of the Force Majeure, the Parties shall, without undue delay, resume the performance of their obligations under the Agreement.

In no event shall an occurrence of Force Majeure give rise to any compensation to the other Party in any form whatsoever.

Either Party may terminate the Agreement in writing with immediate effect if performance is impeded by Force Majeure for more than six (6) months without any liability to the other Party due to the termination.

## 12. LIMITATION OF LIABILITY

Neither Party shall be held liable for any indirect or consequential loss or damage whatsoever, including but not limited to loss of profit, loss of production, loss of contract, loss of use of the Services or any property, cost of capital, downtime costs or claims from any third party.

The limitations herein shall not apply to Supplier's warranties on third party Intellectual Property Rights or Sanctions, or in case of death or personal injury or in case of fraud, gross negligence or willful misconduct.

## 13. CONFIDENTIALITY

Each Party undertakes not to use or disclose Confidential Information which is not in the public domain unless: (i) required to do so by law or pursuant to any order of court or other competent authority or tribunal; (ii) required to do so by any applicable stock exchange regulations or the regulations of any other recognized market place; (iii) such disclosure has been consented to by the other Party in writing (not to be unreasonably withheld or delayed); or (iv) the information is disclosed on a strictly need to know basis to its employees or professional advisers who are bound to such Party by a duty of confidence which applies to any information disclosed. If a Party becomes required to disclose any information due to circumstances contemplated in points (i) or (ii) above, the disclosing Party shall use its reasonable endeavors to consult with the other Party prior to any such disclosure and

shall ensure that any information disclosed, to the extent possible, is treated confidentially by anyone receiving such information.

#### 14. INSURANCE

Supplier shall, at its own cost, procure and maintain all risk and general liability insurances with customary and appropriate coverage taking into account the nature and scope of its obligations and liabilities under the Agreement, however not less than EUR one (1) million per damage. Upon Purchaser's request, Supplier shall present valid insurance certificates.

#### 15. SANCTIONS

Each Party, in performing its obligations under this Agreement, will comply with Sanctions.

Each Party represents and warrants, throughout the term of the Agreement, that it is not:

- a) a Sanctioned Party;
- b) ordinarily resident in, operating in or from, or organized in a Restricted Territory; or
- c) an agency or instrumentality of, or an entity owned or controlled by, or otherwise part of the government of a Restricted Territory.

Each Party shall immediately notify the other Party if it, any of its shareholders, or any of its or their respective directors, officers, agents or employees or any person acting on behalf of any of them becomes a Sanctioned Party.

Supplier represents and warrants that it will not supply Purchaser with Services or products sourced from or through a Restricted Territory, or otherwise supply Services or products sourced from any of the following:

- a) the government of or an agency or instrumentality of the government of, or an entity owned or controlled by the government of any Restricted Territory;
- b) an entity in, organized under the laws of, or operating in or from a Restricted Territory;
- c) a person ordinarily resident in a Restricted Territory; or
- d) a Sanctioned Party; or
- e) supply Services or products in breach of Sanctions;
- f) contribute or otherwise make available any part of the proceeds received hereunder, directly or indirectly, to, or for the benefit of, any individual or entity for the purpose of financing the activities or business of, other transactions with, or investments with a Sanctioned Party or in any Restricted Territory; or
- g) engage or use any third party, including but not restricted to, sub-suppliers, vessels, banks and payment providers, in connection with the performance under

this Agreement that (i) is a Sanctioned Party; or (ii) is ordinarily resident in, or organized under the laws of a Restricted Territory or is an agency or instrumentality, or entity owned or controlled by, or otherwise part of the government of a Restricted Territory.

#### 16. COMPLIANCE WITH LAWS AND CODE OF CONDUCT

Each Party undertakes to comply with applicable Laws in relation to the Agreement, including but not limited to Laws related to corruption and bribery, money laundering, tax, labor, human rights, health, environment and safety, Data Protection Laws and Sanctions.

Supplier undertakes to comply with Erasteel Business Partner Code of Conduct (available at [erasteel.com](http://erasteel.com)) applicable from time to time in relation to any undertaking in this Agreement.

Supplier undertakes, at Purchaser's reasonable request, to participate in audits within the framework of Purchaser's audit program with respect to compliance with this clause. If Purchaser conducts such an audit, Supplier shall without undue delay provide the documentation reasonably requested and otherwise reasonably co-operate in connection thereto. Supplier shall not be obliged to disclose any commercially sensitive information to the Purchaser.

Each Party shall bear its own costs in connection with any such audit.

#### 17. INTELLECTUAL PROPERTY RIGHTS

Any new Intellectual Property Rights in the result of the Services shall vest exclusively in Purchaser. Supplier shall give a royalty free, unlimited, perpetual license to Purchaser to use any of its own Intellectual Property Rights in the result of Services. Supplier shall ensure the same rights for Purchaser in any third-party Intellectual Property Rights in the result of the Services.

Supplier warrants that neither the Services, nor any parts thereof, nor the result or use thereof constitutes an infringement of any third-party Intellectual Property Right.

This warranty on third-party Intellectual Property Rights shall apply without limitation in time.

If a third party claims an infringement of Intellectual Property Rights, Purchaser shall notify the Supplier thereof in writing and Supplier shall at its own expense take over the dispute and pursue the case on Purchaser's behalf. If Supplier fails to promptly comply with any of these undertakings, Purchaser shall be entitled to terminate the Agreement, or part thereof, with immediate effect by giving written notice to Supplier.

In addition to compensation for any sums which the Purchaser is compelled to pay to a third party, the Purchaser shall be entitled to compensation for any other loss, including indirect loss and consequential damage, incurred due to a breach of this warranty.

#### 18. NOTICES

Any notice, request, approval, demand, claim and other communication to be given by either Party

under the Agreement shall be deemed to be valid and effective if in writing in the English language and sent to the address and/or e-mail address of the respective Party specified in the Purchase Agreement, or to such new address or e-mail address as notified in accordance with this clause, and shall be deemed to have been received by a Party i) when delivered by registered prepaid airmail, unless actually received earlier, on the third (3) business day after posting if posted within the receiving Party's country, or the fifth (5) business day if posted outside the receiving Party's country; ii) when delivered by hand, on the day of delivery; or iii) when delivered by e-mail, on the day the e-mail is sent, provided receipt is confirmed in writing by the receiving Party (such receipt to be given by the receiving Party without delay).

## 19. MISCELLANEOUS

### Announcements

Neither Party may issue, publish or arrange any press releases, public statements or PR activities relating to the Agreement or the transactions contemplated herein without the other Party's prior consent in writing, such consent not to be unreasonably delayed or withheld.

### Trademarks

No Party shall be entitled to use the other Party's trademarks or in any other manner refer to the other Party or the Agreement in its marketing without the other Party's prior consent in writing.

### Entire Agreement

The Agreement represents the entire understanding and constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the Parties.

### Amendments

The Agreement may only be amended, changed or modified by an instrument in writing duly executed by authorized representatives of the Parties.

### Waivers

In no event shall any delay, failure or omission of a Party in enforcing, exercising or pursuing any right, claim or remedy under the Agreement be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.

### Costs

Each Party shall pay its own costs and expenses in connection with the preparation for and the completion of the transactions contemplated by, or otherwise incurred in the performance of such Party's obligations or exercise of its rights under, the Agreement, including, but not limited to, all fees and expenses of its own representatives, agents, brokers, legal and financial advisers and authorities.

### Assignments

The Agreement, and the rights and obligations hereunder, shall be binding upon and inure to the benefit of the successors of the Parties but shall not be assignable by either of the Parties without the prior consent of the other Party in writing.

Notwithstanding, Supplier shall be entitled to factor or assign accounts receivable under the Agreement to a third party without prior consent of Purchaser. In such case, Supplier shall inform Purchaser without delay in writing.

### Interpretation

The headings in the Agreement are for ease of reference only and shall not affect the interpretation of any provision of the Agreement.

### Partial Invalidity

If any provision of the Agreement or the application of it is declared or deemed void, invalid or unenforceable in whole or in part for any reason, the Parties shall amend the Agreement in order to give effect to, so far as is possible, the spirit of the Agreement. If the Parties fail to amend the Agreement, the provision, which is void, invalid or unenforceable, shall be deemed deleted and the remaining provisions of the Agreement shall continue in full force and effect.

### Partnership or Agency

Nothing in this Agreement, and no action taken by the Parties in connection, with it will create a partnership or joint venture or relationship of employer and employee between the Parties or, save as expressly provided otherwise in this Agreement, give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.

### Supplier's General Terms and Conditions

Supplier's general terms and conditions of supply of services, or any other similar terms, incorporated or referenced in purchase orders, confirmations, invoices or any communication between the Parties shall not apply to the Agreement.

## 20. EARLY TERMINATION

Either Party shall be entitled to, without prejudice to any other rights or remedies available to such Party, terminate the Agreement, or part thereof, by written notice to the other Party with immediate effect if:

- a) the other Party has repeatedly breached the Agreement or has committed a material breach of the Agreement and fails to remedy such breach within thirty (30) calendar days from receipt of written notice; or
- b) there is reason to assume that the other Party has or will become insolvent, has been or will be adjudged bankrupt, has entered or will enter into liquidation, voluntary or compulsory, or composition or corporate reorganization proceedings or there is reason to assume, execution will be or has been levied on any asset of the other Party or if there is reason to assume that any similar proceedings will be or has been initiated against the other Party.

Notice of termination shall be given without undue delay after the circumstance referred to as ground for termination was or should have been known to the terminating Party.

## 21. GOVERNING LAW AND DISPUTES

The Agreement shall be governed by and construed in accordance with the laws of Sweden, without regard to its principles of conflicts of laws.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior consent of the other Party in writing. Notwithstanding this, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.