



APD
(ALEACIONES PREALEACIONES Y DESOXIDANTES, SL)
GENERAL CONDITIONS OF SALE, SUPPLY AND PAYMENT

1. **APD's general conditions of sale** shall apply to all sales made by the Company, unless otherwise expressly stated by written agreement, accepted by APD, in the order confirmation document, invoice or equivalent.
2. **The catalogues and information documents** relating to our products are provided for information purposes and are not binding under any circumstances.
3. **Orders** are only considered firm after their acceptance in writing by the company and once they have been registered under the special conditions of sale and payment which, if applicable, are indicated at the bottom of the order confirmation document or on the invoice. The company is only bound by commitments made by its representatives or employees after their written acceptance, which must be sent to the customer. Taking into account the type of product and the configuration of the material, the customer declares that they accept that there may be differences between the weight indicated in the offer and in the initial order, and the weight indicated on the delivery note or final invoice.
4. **The quote** issued by APD, taking into account the fluctuation of prices in the product market, shall be valid for (i) **twenty-four (24) hours** in the case of ingots and (ii) **seven (7) days** in the case of continuous casting products, as from the date of the quote.
5. **Our prices** are net prices, excluding taxes. Any evident miscalculation or printing error may not result in APD assuming responsibility for the error.
6. **The delivery times** will be those specified in APD's order acceptance document. Any unforeseen events such as lack of raw materials, insufficient manpower or transport delays, stoppage of means of transport due to strikes or other reasons not attributable to APD, as well as cases of force majeure, shall not involve any liability on the part of APD. Possible delays may not under any circumstances justify the cancellation of the order and do not give any right to withhold payment, or to claim for damages that are not proven in terms of amount and the responsibility of APD.
7. **Consignment** is carried out under FCA terms (ALEACIONES, PREALEACIONES Y DESOXIDANTES, S. L. U. 08520 Les Franqueses del Valles (Barcelona)), unless otherwise agreed, said agreement having to be described in the acceptance of the order or invoice. All transport, insurance, storage or handling operations outside APD's premises shall be at the customer's expense and risk, even if the customer also contracts the transport management from APD. The consignee must check the consignments upon delivery of the goods and make claims against the carrier if appropriate, noting any incidents on the delivery note to the carrier.
8. **Claims**, defects, errors or discrepancies with regard to the material supplied must be reported immediately upon arrival at destination or receipt, whatever the reason, with the sole exception of those relating to composition or alloy. Due to the characteristics of the product supplied, only written



complaints, submitted no later than 24 hours after the arrival of the goods, accompanied by receipts, photographic samples, packing notes and with indication of the number and date of delivery note and casting number of the material in question will be taken into consideration. Goods subject to the claim may only be returned with the express consent of APD.

For claims based on weight or composition discrepancies, the following rules shall be followed:

- (i) As an exception to the general rule, claims for product composition must be made within 15 days of receipt and will only be taken into consideration if the discrepancy is based on the "spark emission spectroscopy" analysis method. If the claim is initially accepted, the customer must send the same sample or set of samples analysed for counter-test. APD will have a period of 3 days to perform a counter-test by the same method, once the material has been received and if the reason for the claim is confirmed, the product will be replaced or an agreement reached between the parties to solve the problem. In the event of discrepancy, the customer must submit a third analysis from an accredited independent laboratory confirming the reasons for the claim.
- (ii) Claims based on weight discrepancies must be based on the net weight, which will always be stated in the invoice. In order to rule out claims based on random or systematic measurement errors, the difference must exceed 0.2% of the net weight stated in the delivery note and subsequent invoice, the claim must certify that the verification has been carried out twice and be accompanied by the calibration certificate of the scale used for this purpose. APD will have a period of 72 hours to carry out the direct verification at the customer's premises, during which time the customer will not be able to make use of the goods, either totally or partially, and must keep the order delivered intact until the verification has been carried out.
- (iii) Due to the characteristics of the product, claims based on the mechanical properties of the ingot and the mechanical properties of continuous casting of heat-treated parts will not be accepted.

9. Partial deliveries will be accepted and may be invoiced, unless otherwise expressly indicated by the customer.

10. Ownership. Without prejudice to the delivery and the transfer of risk this involves, the Buyer shall not acquire full ownership of the goods until payment of the full amount has been made, APD retaining express reservation of the right to legal ownership of the material supplied until full payment has been made.

11. Terms of payment. Unless otherwise agreed, such agreement being stated in the invoice or order confirmation document, all transactions shall be paid in advance at the time of shipment and shall be made by bank transfer to the bank account indicated on the invoice. Payments must be made in full, with no compensation not previously accepted by APD. In the event that deferred payment, in whole or in part, is agreed upon, non-payment at maturity will increase the debt, due to interest on late payment, by 3% without prior notice, without prejudice to any compensation for recovery costs that may be appropriate. In the event of delay, payment of any outstanding customer invoices shall be required immediately, even in the case of accepted bills of exchange. In this case, for any further delivery, regardless of the previously agreed terms, APD may require cash payment prior to shipment,



and suspend or cancel any order in progress. APD reserves the right, during the execution of a contract and prior to delivery, to claim guarantees regarding the importance of the credit granted or to be granted.

12. Quality control is carried out at each of the production stages in order to certify that the products comply with the appropriate characteristics for such products.

13. The guarantee is strictly limited to the quality and quantity of the product supplied and provided that the claim is made under the terms described in condition 8. Claims for indirect damages will not be accepted.

14. Confidentiality. Both parties undertake not to disseminate, transfer or disclose to third parties any information to which they may have or have had access as a result of their business relationship, which may include, inter alia: personal and professional data, economic data, technical data, company know-how, data relating to business structure, methodologies, procedures, products, patents, trademarks, clients, projects and any other non-public information to which either party may have access by virtue of this contract. Failure to comply with this obligation may give rise to a legal claim for appropriate financial compensation.

15. Data protection. The customer warrants that they have implemented the organizational and technical security measures necessary to ensure the security of any personal data to which they may have access under this business relationship, and to prevent their alteration, loss and improper use and/or unauthorized access thereto.

16. Compliance, anti-bribery policy and business ethics. APD has a zero-tolerance policy with regard to breaches of international trade regulatory standards, including legislation on the prevention of bribery and corruption, and restrictions on trade, money laundering and terrorist financing. The customer guarantees that they comply and will continue to comply in the future with the national, supranational and international legislation in this regard.

17. Miscellaneous.

Waiver. The non-exercise of any right, power or privilege granted by these conditions shall not imply a waiver thereof. A Party shall not be deemed to have waived any right, power or privilege unless such waiver has been duly expressed in writing and recognized by the other Party. The waiver of a specific right does not imply the waiver of any future rights, even if they are of the same nature.

Amendment. In order to have legal effect, any amendment to the terms contained in these conditions must be adopted in writing, signed by both Parties and expressly incorporated into the contract documentation, in which case it shall be valid only for the specific order. For an agreement to be generally valid for all transactions with a customer, it must be set out in a written contract laying down the specific conditions with that customer.

Independent nature of the clauses. If any of the provisions contained in this document are found to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions shall in no way be affected or impaired by this circumstance. To this end, the customer undertakes to accept the replacement of the provisions declared null and void, illegal or unenforceable by valid ones, the economic consequences of which are as close as possible to those of the provisions concerned.



Notifications. Notifications, authorizations, consents and other communications relating to this Document: (i) must be made in writing, (ii) shall be sent by any means that certifies the content and date of dispatch of the notification, and (iii) are deemed to have been made on the date of dispatch.

18. Submission to jurisdiction. Any issue that may arise regarding the interpretation, application and execution of the contract of sale or supply shall be submitted to the jurisdiction of the Courts of Barcelona, the contracting parties waiving any other jurisdiction that may apply to them.