

## 0 Definitions

0.1 In this document, the following terms shall have the following meanings:

- "GCS" means these General Conditions of Sale.
- "CAESA" or the "Supplier" means Cuchillas y Derivados de Aceros Especiales, S.A.
- "Customer" means the person with whom the Supplier contracts the sale and/or supply of the Goods.
- "Goods" means the product sold by CAESA.
- "Parties" means CAESA and the Customer.
- "Order" means the request made by the Customer to CAESA in accordance with the previous offer(s) and to be expressly accepted by CAESA.

### 1 General provisions

- 1.1 These General Conditions of Sale have been issued by CAESA and govern the contractual relationship between the Parties, unless otherwise expressly agreed in writing by CAESA.
- 1.2 The General Conditions of Sale are valid from the moment that CAESA informs the Customer of their existence and their availability on CAESA's website, without any reservations being made by the latter.
- 1.3 The contractual relationship is concluded with CAESA's express written acceptance of the Customer's Order.
- 1.4 The GCS shall apply to future Orders placed by the Client, provided that CAESA has made the GCS available to the Client beforehand.
- 1.5 In the event of any contradiction between the GCS, the Orders and/or any other contractual documentation issued by the Customer, the provisions of the GCS shall prevail.
- 1.6 The GCS, the Orders expressly accepted by CAESA and, where applicable, any special conditions entered into between the Parties, constitute the entirety of the contractual relationship existing between the Parties. They supersede any previous agreement, communication, proposal or verbal or written correspondence between the Parties that may have the same object. Each Party waives any action based on any previous agreement, communication, proposal or verbal or written correspondence between the Parties that is not reflected in the GCS, the Orders accepted by CAESA or the Special Conditions.

## 2.Orders

- 2.1 The Order shall be deemed to be accepted by CAESA when it is expressly accepted in writing. Upon receipt of the Order by CAESA, it may not be modified or cancelled by the Customer without the prior written consent of CAESA.
- 2.2 In the event of cancellation of an Order by the Client, CAESA shall be entitled to claim any damages caused by such cancellation
- 2.3 In the event of any discrepancy between the provisions of the Order and the Order acceptance sent by CAESA, the provisions of the latter shall prevail.
- 2.4 The Order shall be deemed to be delivered, provided that the Goods delivered are of the agreed quantity and quality, the Parties accepting a margin of deviation of 5%.

## 3. Prices

- 3.1 The prices stated in CAESA's acknowledgement of order shall be considered firm and final.
- 3.2 CAESA may increase the price of the Goods in the event of any of the following circumstances: (i) a material change in the prices of the raw materials (including energy) for the Goods and/or the applicable exchange rate; (ii) a material change in the additional costs relating to the Goods or their delivery. CAESA shall communicate such price modification to the Customer, which shall have a period of five (5) calendar days to accept this alteration. In the absence of any communication within the aforementioned period, the modification shall be deemed to have been accepted by the Customer.

## 4.Payment

- 4.1 Payment of the price shall be due within thirty (30) calendar days from the date of invoice. Any delay on the part of the Client in payment shall give rise, as from the due date, to the payment of interest for late payment, which shall accrue until the effective payment of the amounts owed. The aforementioned interest shall be calculated in accordance with the provisions of Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial transactions or, where appropriate, the rule that replaces it.
- 4.2 In the event of non-payment of an invoice by the due date, CAESA reserves the right to cancel Orders in progress or to suspend delivery of the Goods until actual payment of the amounts due, including any interest due for late payment. CAESA shall also be entitled to refuse new orders until the Customer has settled the aforementioned amounts owed.
- 4.3 In the event of delay in payment or doubt as to the solvency or financial credibility of the Customer, or if the sale to the Customer is covered by credit insurance, and during or pending delivery of the Goods, the insurer informs CAESA that it is withdrawing or reducing cover in respect of the Customer, CAESA reserves the right to modify the payment terms in force, requiring payment in cash or in advance or the provision of any form of security it deems necessary to ensure collection of the price in each case.
- 4.4 Under no circumstances may the Customer request the offsetting of the purchase price against the amount of counterclaims. Likewise, the Customer

may not withhold payments for any litigation claims against CAESA.

#### **5. Order delivery**

- 5.1 Any delay caused by causes beyond CAESA's control, such as epidemics, mobilisations, wars, accidents, fires, labour disputes, governmental measures, reduction or shortage of raw materials supplied by CAESA's suppliers, etc., shall not be considered as a delay attributable to CAESA.
- 5.2 In the event of delay in the removal of the Goods for reasons attributable to the Customer, CAESA shall have the option of storing them at the Customer's expense or of dispatching and invoicing them, after notification of their availability. Where CAESA has expressly agreed to defer dispatch, the storage and logistics costs shall be borne by the Customer.

#### **6. Risk transfer**

- 6.1 The risk of loss or damage to the Goods shall be transferred to the Customer from the time the Goods leave CAESA's premises, unless otherwise agreed and

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expressly accepted in writing by CAESA.

#### **7. Reservation of ownership**

- 7.1 Ownership of the Goods shall not pass to the Customer until the agreed price has been paid, as well as any interest and costs that may be due in each case.
- 7.2 Until the transfer of ownership of the Goods to the Customer, the Customer shall safeguard them in the required conditions for their preservation, without processing them or combining them with other products in such a way as to prevent their identification as the property of CAESA. If this obligation is breached by the Customer, CAESA shall have a right of first refusal in respect of the resulting product and/or its sale price for an amount equal to the value of the Goods.

#### **8. Claims and refunds**

- 8.1 The Customer shall inspect the Goods within 15 calendar days of receipt in order to determine whether they are of the agreed quality, quantity and weight and whether they have a superficial defect. After the aforementioned 15 calendar days, the Goods shall be deemed to conform to the Order and shall be deemed to be finally accepted.
- 8.2 In the event that the defect is not apparent, the Customer shall have a period of ninety (90) calendar days from receipt to complain to CAESA, in accordance with the provisions of the Commercial Code.
- 8.3 Any reservation must be communicated in writing, mentioning precisely the defect allegedly attributable to CAESA. Upon receipt of such notification, CAESA shall be entitled to verify the existence and veracity of the defect. If the existence of the defect in all or part of the Goods is confirmed, the Customer shall be entitled to its

replacement at CAESA's expense.

- 8.4 The filing of claims in the event of the circumstances set out in the preceding paragraphs shall not entitle the Customer to suspend payment of the Order.
- 9 No return of Goods shall be accepted without the prior written consent of CAESA. In the event of loss and/or damage to Goods returned prior to delivery to CAESA's premises, the consequences of such loss and/or damage shall be borne by the Customer.

#### **9. Suspension and/or Termination of the contractual relationship**

- 9.1 In the event of a breach by the Customer of any of its obligations, CAESA shall be entitled to (i) suspend delivery of current or future Orders until the breach is resolved, (ii) terminate, without compensation, current or future Orders and (iii) claim damages from the Customer for any loss or damage caused by such breach.
- 9.2 The Customer shall be informed of the measures to be taken at least five (5) days prior to the effective date of such measures.

#### **10. Packaging management**

- 10.1 The delivery of packaging waste or used packaging, for its correct environmental management, shall be the responsibility of the Customer.

#### **11. Force majeure**

- 11.1 The obligations of the Parties shall be suspended without any formality in the event of the occurrence of a force majeure circumstance, understood as any event beyond the control of a Party which could not reasonably be foreseen at the time of entering into the Order and the effects of which cannot be avoided by appropriate measures. This suspension does not apply to payment obligations for Orders already issued by CAESA.
- 11.2 Cases of force majeure include, but are not limited to: war, riot, strike, epidemic, fire or explosion, natural disasters, exceptional weather conditions and reduction or shortage of raw materials from CAESA's suppliers.

#### **12. Liability**

- 12.1 Each Party shall be liable for damages resulting from the non-performance or defective performance of its contractual obligations. The Party in breach shall indemnify the other Party for the damages it has caused to the other Party, subject to the exceptions provided for in the following paragraphs
- 12.2 In the absence of wilful and/or gross negligence, CAESA's liability is limited quantitatively to the price of the Order including the disputed Goods.
- 12.3 CAESA shall in no event be liable for indirect economic losses, such as loss of market or loss of profit, loss of image, etc. suffered by the Client,

an entity of its group, its clients or any third party.

### **13 Notices and communications**

13.1 Any notice or other communication by either Party concerning the termination of the contractual relationship shall be in writing.

### **14 Nulity**

14.1 If any Condition of this document is void or voidable in whole or in part under applicable law, it shall be omitted from this document without affecting the validity of the other Conditions.

### **15 Data protection**

15.1 In accordance with the provisions of the General Data Protection Regulation 2016/679 of 27 April 2016 (GDPR), you are informed that the personal data provided on the occasion of the acceptance of each Order will be recorded in the information systems of CAESA in its capacity as Data Controller. The purpose of this data processing is to enable the execution and development of this contractual relationship. The legal basis for the processing of your personal data is your need to process the request and delivery of each Order. The personal information processed by CAESA will be kept for as long as the contractual relationship subsists and even afterwards, until any liabilities arising from it expire or there is a legal requirement to keep it for longer periods.

15.2 The personal information processed shall not be transferred to any recipient except to those to whom the Customer expressly authorises CAESA or who are required to do so by law or applicable regulations. Likewise, in those cases in which for the management of the Order it is necessary to transfer personal data to destinations outside the European Economic Area, CAESA shall adopt the appropriate guarantees provided for in the GDPR.

15.3 The Client may exercise the rights of access, rectification, deletion, limitation of specific processing, portability, automated decisions and opposition to the processing described. To exercise these rights, as well as to obtain additional information, the Client must contact CAESA by post at the following address: C/ Josep Bonastre, s/n, Polígono Industrial La Borda, 08140

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Caldes de Montbui, Barcelona, or by e-mail at the following address: comercial@caesa.es. If the Client so wishes, he/she may also go to the Spanish Data Protection Agency (<http://www.agpd.es>) to obtain additional information about his/her rights and/or to file a complaint when these have not been duly attended to.

15.4 For more information on CAESA's data protection policy: [www.caesa.es](http://www.caesa.es).

### **16 Governing law**

16.1 The GCS, Orders and Special Conditions entered into between CAESA, the Client and any company in its group of companies, as well as any dispute or claim arising therefrom, shall be governed by and construed in accordance with Spanish law.

### **17 Jurisdiction**

17.1 The Parties shall use their best endeavours to resolve amicably any dispute between them relating to CAESA Goods purchased by the Customer.

17.2 In the absence of an amicable agreement, any claim between the Parties shall be subject to the exclusive jurisdiction of the courts of Barcelona (Spain).

### **18 Contact details**

18.1 For the purposes of these GCS, CAESA's contact details are as follows:

Address C/ Josep Bonastre, 30-32, 08140 Caldes de Montbui, (Barcelona) – Spain.

Telephone: (+34) 938 650 172