

# SALES TERMS AND CONDITIONS OF MOREDA RIVIERE TREFILERÍAS - CELSA GROUP - PROFESSIONAL

## 1. General Conditions

1.1 All sales and/or supplies by MOREDA RIVIERE TREFILERÍAS, hereinafter "the Vendor" or "MRT", shall be governed by these General Conditions of Sale, except those which, differing from these Conditions, are expressly accepted by MRT in writing. MRT does not sell to final consumers, therefore, (i) all sales subject to these General Conditions are trade sales and (ii) consumer protection legislation does not apply to the sales regulated here.

The parties shall not be bound by any other conditions or agreements that have not been accepted in writing or expressly by MRT nor shall any such conditions or agreements have any effect.

## 2. Formal confirmation of orders and scope of supply:

2.1 When the Client places an order, MRT may accept it or not. If MRT accepts the order, it shall inform the Client. Only those orders that have been accepted shall be binding for MRT, and under the terms and conditions under which they have been accepted.

2.2 The sale shall include the supplies detailed in the order accepted by MRT.

2.3 The weights, dimensions, capacities, technical specifications, photos and configurations referring to the Vendor's products included in catalogues, pamphlets, website, prospectus, technical literature or any other format, are intended as guidance information and shall have no binding or contractual status, with the exception of cases where the Vendor expressly accepts a specification agreed with the Client in writing.

2.4 The Vendor must always be notified in writing of any modifications and/or variations of the scope of an order and these shall only be valid if expressly accepted by the Vendor in writing.

## 3. Prices:

3.1 The prices that appear in offers issued by MRT do not include VAT nor any other taxes, duties or charges. Taxes and other duties shall be included in the invoice with the corresponding rates.

3.2 The prices that appear in the offers issued by MRT only apply to the material sums and qualities specified in same and always under the terms and conditions specified therein.

3.3 The prices indicated in any future offers issued by MRT are built, among other elements on the basis of payment conditions specified in same. Consequently, any extension of the term of payment agreed by the parties shall include the corresponding review of the prices for the purpose of adjusting them accordingly to the new conditions agreed.

3.4 The prices that appear in any offers issued by MRT do not include shipping.

3.5 The prices and other conditions contained in the offers or in the Order Confirmation issued by MRT are not final for MRT and may be altered as a result of the effects of the Russia-Ukraine war and/or any event of force majeure or that alters contractual balance. If, in the reasonable opinion of MRT, any circumstance occurs that will impact the balance of

the obligations of the parties, MRT may suspend the supply and the parties must negotiate and agree on the necessary changes to correct such situation.

#### 4. Payment Conditions:

4.1 The Vendor's offer shall include the payment conditions of the supply.

4.2 The payment shall be made by bank transfer or using any other method admitted in the manner on which the parties may agree. The payment will be made without any deduction except those provided for on a compulsory basis by law or which have been agreed expressly by the parties in writing. The final costs incurred in the payment method shall be assumed in full by the Purchaser.

4.3 Except where a delivery date is expressly indicated as an essential term, the term of delivery shall not be considered essential.

Any delay in the delivery of the supply for reasons beyond the scope of responsibility of the Vendor shall not entitle it to change the maturities or payment conditions agreed with the Purchaser. Nor shall it result in any right to any claim against MRT.

Delay of delivery for reasons attributable to the Vendor may give rise to compensation but shall not entitle the purchaser to terminate the sale.

4.4 If the purchaser does not meet the deadlines or payment conditions agreed, they must pay the Vendor, with no need for prior notification of same, interest on arrears in accordance with the applicable legislation establishing measures to combat late payments in commercial transactions.

4.5 In the event that the Purchaser fails to comply with its payment obligations in the terms agreed, the Vendor, in addition to being entitled to use any remedy as per the applicable legislation, without limitation, may suspend or terminate the supply contract and/or the execution of the services associated with same, all without prejudice to the rights of MRT to claim the corresponding compensation for damages suffered as a result of said non-compliance. Without prejudice to the above, where late payment for the supplies is agreed, the non-payment of any fee shall entitle MRT to declare the early termination of the credit and claim the full sum from the Client. The use of one or more of the remedies for non-compliance provided for in these General Conditions or in Law shall not constitute the waiving of any of the others.

4.6 The submission of a claim on the part of the Purchaser shall not entitle same to freeze payments or to make any reductions of any kind with respect to same.

4.7 If MRT has grounds to believe that the Client cannot meet its obligations arising from the Contract or any other contract entered into with the Group of companies to which MRT belongs, named CELSA GROUP (which is made up of all those companies that are directly or indirectly controlled by MRT, that directly or indirectly control MRT, that are under joint management with MRT or that are under direct or indirect common control, with MRT, or, in short, all those companies that have some participation, direct or indirect, of whatever type, in MRT), it may, at any time, suspend fulfilment of same, unless the Client immediately pays the total sum of the price and satisfies all pending payments arising from other contracts with the CELSA Group in full, or delivers to MRT a joint bank guarantee at first requirement for such sum. MRT shall issue immediate notification of the suspension, granting the Client a reasonable term to make the payment or deliver the guarantee, upon expiry of which the Vendor may terminate the contract. All of the above is without prejudice to the other rights granted to MRT in such circumstances by Law and by these General Conditions.

4.8.- If the sale to the Client is covered by credit insurance, and during or pending the supply, the insurance company informs the Vendor of the removal of the coverage in relation to this client, MRT may suspend deliveries except where the Client immediately pays the total price or delivers to MRT a joint bank guarantee for said sum upon initial request thereof. MRT shall issue immediate notification of the suspension, granting the Client a reasonable term to make the payment or deliver the guarantee, upon expiry of which the Vendor may terminate the contract. All of the above is without prejudice to the other rights granted to MRT in such circumstances by Law and by these General Conditions.

#### 5. Term and Conditions of Delivery:

5.1 The delivery shall be completed in the place and under the conditions agreed between the parties. In the absence of

express agreement, it shall be understood that it will take place ExWorks at one of the two plants of MRT depending on the product requested (MRT GIJÓN: Av. Del Príncipe de Asturias, s/n – 33211 Gijón or MRT Cerdanyola: C/Montclar,61 – Polígono Polizur – 08290 CERDANYOLA DEL VALLES).

MRT shall not be obliged to deliver the goods if the Purchaser is not fully up to date with all payment obligations.

The terms of delivery shall be the following, without prejudice to the provisions of Clause 5.2 below:

- Where a fixed delivery date is set, the order shall be delivered on said date.
- In the event that, rather than establishing a specific delivery date, a period of time is established for same (e.g. three weeks), said term shall start from the acceptance of the order on the part of MRT (or from MRT's receipt of the technical specifications where this occurs later).

If no delivery date is agreed, MRT shall deliver the goods in accordance with the production schedule it deems appropriate. In such cases, MRT shall also be entitled to make partial deliveries.

The purchaser's refusal to receive or remove the goods shall entitle MRT to invoice the purchaser, who accepts same, a sum of one tenth of the value of the goods per day until the goods are effectively removed and to claim any other damages MRT suffers, without prejudice to the right to terminate the contract and others permitted in the General Conditions and applicable legislation.

5.2 The Vendor is not obliged to comply with the term of delivery where provided for by Law, or these General Conditions, where any of the following situations arise:

- a) The Purchaser fails to deliver the documentation required for the execution of the order on time.
- B) The Purchaser fails to comply with (i) any of the contractual obligations provided for in MRT's offer or (ii) in the order issued by the Client and accepted by MRT or (iii) in these General Conditions.
- c) For reasons not attributable to the Vendor delays arise in the production or availability of all or some of the elements of the supply. For information purposes, these include, but are not limited to the following causes of delay: strikes of suppliers, transport and services, failures in third party supplies, failures in transport systems, flooding, storms, disturbances, strikes, stoppages on the part of the personnel of the Vendor or subcontractors, sabotage, accidental stoppages in workshops of the facilities of the Vendor due to breakdown.

In cases a), b) and c) above, the new terms of delivery shall not modify the programming of payments for the order.

## 6. Packaging and Transport:

6.1 Except where previously agreed with the Client, the packaging and materials subject to supply are not included in the price.

6.2 The transport, including loading and unloading shall be made in accordance with the conditions specified in the offer issued by MRT or the Client's order accepted by MRT.

## 7. Inspection and Reception:

7.1 Once the supply is received, the Purchaser shall verify the content of same.

- Any defect in the quality and/or quantity and/or weight attributable to the Vendor and which is visible or apparent should be declared by the Purchaser in writing upon delivery. The appearance of defects shall be noted by the Purchaser on the delivery note or CMR or in the transport delivery document.

- Any deficit other than those listed above must be reported by the Purchaser to MRT within a period of no more than 7 days from receipt of the goods.

7.2 If the supply contains defects and/or faults attributable to the Vendor and these are communicated within the term and in the manner provided for in the previous clause, MRT shall take the measures provided for in these General Conditions for their elimination.

Once the aforementioned terms have expired without the Vendor having received written communication from the Purchaser on the eventual defects or faults, it shall be understood that the order has been accepted for all corresponding legal effects, with no subsequent claims admitted.

7.3 Except where agreed otherwise, the parties expressly accept that there may be variations of in and around +/- 10% in the weight of the goods invoiced, among other reasons due the existence of differences in the set-up of scales.

In the event that the difference of weight is in excess of 10%, the Purchaser shall inform the Vendor of such circumstance in writing within the term provided for in Clause 7.1 (first script) above, attaching the corresponding scales tickets and the calibration certificate of the scales with the differences to said communication. Said differences, once verified shall be delivered to the purchaser.

## 8. Claims:

8.1 Any claim in relation to the supply must, in addition to being lodged within the term provided in Clause 7 above, be accompanied by tests or samples of the material rejected (physical samples of defective material, breakages, tests carried out by the purchaser, etc.) and a brief report on the grounds or reasons for such rejection.

Once the samples are analysed by the Vendor, it shall be entitled to verify all of the material affected by the rejection.

8.2 Except where agreed otherwise, the returns or consignments of material to the Vendor's facilities for payment, replacement or repair, must always be made with freight paid.

8.3 Under no circumstances shall returns or complaints relating to material that has been used or assembled on other equipment or facilities be accepted.

## 9. Guarantees:

9.1 in the event that the goods present any defect or fault attributable to the Vendor and these have been communicated in the manner and the terms described in these General Conditions, the Purchaser shall be entitled to have the Vendor carry out some of the following actions, at the choice of the Vendor:

- The return to the Purchaser of the sum paid for same to the Vendor for the defective goods.
- The replacement of the defective goods with other non-defective goods, or
- The Vendor shall carry out, at its own cost, the conditioning of the material necessary.

Except where agreed otherwise in writing, under no circumstances shall the Vendor assume the costs of conditioning or rework of the material by personnel external to MRT.

9.3 Damages cause by inadequate handling, storage or keeping of the goods and general damages not attributable to the Vendor shall be excluded from this guarantee. All complaints shall be rejected if, after confirmation of the defects, or upon confirmation of same, the Client continues with the processing of the products.

9.4 MRT does not guarantee that its products are suitable for the specific use the Client makes of same, nor that they are appropriate for use, transformation and/or coating operations the Client intends to perform on them. The Client shall be responsible for the damages arising from the use and/or processing and/or finishing and/or coating of the products and commits to hold MRT harmless in relation to any third party complaint regarding same. MRT guarantees only the delivery of the manufactured product in accordance with the product standards applied as standard in the sector.

9.5 Except where the applicable legislation imposes additional guarantees on a compulsory basis, this guarantee shall constitute the only guarantee applicable to the products or material sold by MRT.

## 10. Limitation of Responsibility:

10.1 Under no circumstances shall the Vendor be responsible for the indirect damage or consequences that may arise as a consequence of the supply and the use, including but not limited to: loss of production, loss of profit, capital costs, stoppage

costs, personal injury, impairments or damage to equipment, systems and buildings of the Purchaser or third parties and others, as such damages are produced at their facilities and their client's facilities or the clients of same. The Client shall hold MRT harmless in relation to any third party claim for this sum.

10.2 In any case, in the absence of compulsory provision otherwise established in the applicable legislation, the total liability of the Vendor arising from the supply shall be limited to the maximum value of the supply to which said claim pertains. The Client shall hold MRT harmless in relation to any third party claim in violation of the above.

#### 11. Reservation of Title:

11.1 The goods subject to the sale shall remain the property of MRT until their full payment on the part of the Purchaser.

To these effects, the Purchaser commits to keeping the goods sold duly marked as property of MRT until the payment date. Similarly, the Purchaser commits to communicating and warning any third party of the fact that MRT is the owner of the goods until full payment is completed.

#### 12. Industrial and Intellectual Property Confidential Information:

The relation tabled between the Vendor and the Purchaser does not imply the transfer or licensing of any type of relation to the intellectual and industrial property rights held by MRT. Any intellectual or industrial property right that might arise as a consequence of the supply regulated by these General Conditions shall belong wholly to MRT which may register and use same as it sees fit.

The Client shall treat all plans, drawings, procedures, instruction documents and other information provided by MRT to the Client (except to the extent such information is public knowledge) and may not disclose same in part or in full to third parties without the prior written consent of MRT. Nor shall the Client use same for any purposes other than the operation provided for herein.

#### 13. Goods Produced to Client's Specifications:

MRT shall not assume any responsibility in relation to the accuracy or validity of the information, specifications, instruction or plans ("Information") supplied by the Client. The Client shall compensate and hold MRT, its workers, directors, administrators and representatives, harmless for any damages or liability arising from the use of said information.

#### 14. Jurisdiction and Applicable Legislation:

The parties expressly waive any other rights that may correspond to them and submit to the jurisdiction and competency of the Courts and Tribunals of Barcelona (Spain).

This agreement is governed by Spanish law.