

## General terms and conditions of sale voestalpine SadeF (December 2022)

### 1 General

- 1 Unless expressly agreed otherwise in writing with the customer (the '**agreement**' or the '**special contractual terms and conditions**'), all agreements, quotations and orders, and all deliveries, sales and works of voestalpine SadeF resulting therefrom are governed by the terms and conditions stated below ('**the general terms and conditions**') and any applicable sectoral general terms and conditions, such as for example for construction or solar ('**sectoral terms and conditions**'). The customer declares to have read the general terms and conditions and any sectoral terms and conditions, and to expressly accept these.
- 2 Unless expressly agreed otherwise in writing, the general terms and conditions and sectoral terms and conditions take precedence over the contract terms and conditions appearing on the customer's documents, and the latter must be regarded as non-existent. In the event of a conflict between the general terms and conditions and any special contractual terms and conditions, the special contractual terms and conditions shall prevail. In the event that sectoral terms and conditions apply to the agreement, the provisions of these sectoral terms and conditions take precedence over the general terms and conditions. In this case, the general terms and conditions supplement the sectoral terms and conditions where they do not contradict.
- 3 Voestalpine SadeF reserves the right to unilaterally change the general terms and conditions at any time. In this case, the new general terms and conditions will be published on the voestalpine SadeF website, stating the date of entry into force.

### 2 Quotation, offer and reservation

- 4 The customer bears sole responsibility for the complete delivery and/or validation of all correct technical data and/or studies, all environmental factors and specific data that determine the type, quality and finish of the product to be supplied by voestalpine SadeF ('**the product**'). If necessary, the customer will appoint an expert to prepare a report on the environmental factors (such as, without being exhaustive: studies with regard to corrosion, wind, snow, the stability of the subsoil, foundations, ... The wind speeds will be calculated taking into account the basic wind speed according to the NEN1991-1-4 standard, with the exception of exceptional wind speeds such as tornadoes, whirlwinds, fall winds, etc.). Voestalpine SadeF cannot be held liable for any damage resulting from the use of the products in circumstances that do not correspond to the data communicated and/or validated by the customer.
- 5 The quotations of voestalpine SadeF are always without obligation and without commitment by voestalpine SadeF, and represent only a proposal. If the customer wishes to accept a quotation, voestalpine SadeF will provide the customer with an offer with all applicable terms and conditions for signature by the customer. The agreement is concluded by the customer signing the offer.

- 6 The offer is based on the information known to voestalpine SadeF at the time of the offer. The contents of the customer-approved offer and voestalpine SadeF plans, design data and strength and calculation notes, take precedence over all previous data provided by the customer, and make all previous correspondence and project data devoid of purpose. By signing the offer, plans, design data and strength and calculation notes, or by not protesting these within 8 days of receipt, the customer acknowledges that all technical data and/or studies, environmental factors and specific data contained therein are the only data relevant to determining the type, quality and finish of the product. It is the sole responsibility of the customer to verify the completeness of these data.
- 7 If the basic data, such as environmental factors, change for the order, voestalpine SadeF will prepare a new offer.
- 8 The price stated in the offer is based on the data provided and/or validated by the customer. This price can still be adjusted if design data and/or quantities change (for example: hole patterns, quantities, lengths, steel quality, surface treatment or mode of transport, ...). Deviations from the design data and volumes may be subject to a price correction and/or delivery time revision. The additional costs of these changes are fully borne by the customer. Changes must be notified in writing to voestalpine SadeF and are only binding on voestalpine SadeF after written confirmation by voestalpine SadeF.
- 9 If the customer reserves production capacity with voestalpine SadeF for a specific quantity of products, voestalpine SadeF will provide an order confirmation for this reservation. The price per delivery will be determined by voestalpine SadeF on the basis of the market conditions at the time of call-off and/or production. In the event of late acceptance of the products by the customer, the customer will owe damage compensation of 0.5% per week on the value of the products called off late, with a maximum total damage compensation of 5% of the products called off late. In the event of cancellation, the customer shall be obliged to repay in full to voestalpine SadeF the customer material pre-financed by voestalpine SadeF at the price paid by voestalpine SadeF.
- 10 Voestalpine SadeF is not bound by faxes and emails from customers or third parties, unless voestalpine SadeF has confirmed their receipt and agreement to them in writing.

### 3 Deadlines, execution

- 11 The agreed deadlines commence, or if a fixed commencement date has been agreed, are postponed by 5 working days until, the moment the following terms and conditions are cumulatively met: voestalpine SadeF has been provided with an agreement or offer signed for approval (electronically) and a copy of the technical plan and/or drawing, signed for approval, delivered by voestalpine SadeF; the customer has fulfilled all previous payment obligations; the agreed advance payment and any other costs owed have been paid before the start of production; the customer has provided all the data necessary for preparing and executing the contract.

- 12 Any substantial event that seriously impedes, complicates or makes impossible the regular supply, normal production or transport of the products, allows voestalpine SadeF to cancel the order unilaterally or to postpone or suspend its execution without the customer being entitled to damage compensation.  
Voestalpine SadeF will make every effort to obtain the pre material required for production for the customer in a timely manner. The delivery times of voestalpine SadeF will be extended by the duration of the delivery of the pre material.
- 13 Except in the case as indicated above and in the event of force majeure, late deliveries to the customer, insofar as they give rise to identifiable damage will entitle the customer to damage compensation amounting to 0.5% of the value of the late delivered products per week, with a maximum total compensation for delay of 5% of products delivered late.
- 14 If the customer wishes to postpone the delivery date, voestalpine SadeF reserves the right to revise the price in accordance with market conditions at that time.

#### 4 Deliveries and shipments

- 15 Transport costs are for the expense of the customer. Transport, including providing adequate load protection, the correct fastening of tensioning straps and respecting the maximum axle load, takes place at the risk of the customer and subject to the terms and conditions of the forwarder. In the event of damage during transport, the customer can only sue the carrier or its insurer, without recourse against or indemnification by voestalpine SadeF. Voestalpine SadeF will only take out transport insurance at the express request of the customer and subject to payment of all costs by the customer.
- 16 If the customer organises the transport, the guidelines for carriers (which are sent by voestalpine SadeF when determining the delivery slot and of which the customer declares to be aware) must be observed. The customer's carrier must also adhere to the time slots specified by voestalpine SadeF. In the event of violations of these instructions, voestalpine SadeF may refuse to load or, in the event of non-compliance with the time slots, voestalpine SadeF is entitled to load the truck at a different time. In this case, any additional costs and delays or waiting times are fully borne by the customer. Any liability resulting from non-compliance with the instructions shall be borne by the customer, which shall hold voestalpine SadeF fully harmless.
- 17 In the case of delivery by voestalpine SadeF, the unloading point must be easily accessible for trucks or other rolling equipment, and be free of structures or obstacles. The site must be accessible to a truck with a standard 15 metre trailer for on-site delivery. Any additional cost resulting from the difficult accessibility of the site is at the customer's expense. The trucks must be unloaded by the customer with the appropriate unloading equipment in order to prevent the materials from being damaged. The customer hereby signs the waybill and makes any comments on it. Any additional costs due to delays or waiting times are fully borne by the customer.

- 18 Voestalpine SadeF reserves the right of ownership to the delivered products until full payment of all claims that have arisen and will arise for whatever legal reason in favour of voestalpine SadeF based on the commercial relationship with the customer.
- In the event that the customer has processed or incorporated voestalpine SadeF's products into other goods, voestalpine SadeF acquires a right of co-ownership over these goods for the value of the share of voestalpine SadeF's products in the item created by processing or incorporation. The customer will store the goods to which voestalpine SadeF has a right of co-ownership free of charge. All risks are borne by the customer from the conclusion of the agreement. The advances paid remain with voestalpine SadeF to compensate for possible losses on resale of the materials.
- In the event of resale of the voestalpine SadeF products by the customer, the customer assigns to voestalpine SadeF beforehand all debt claims and accessory rights that it has as a result of the resale to the end customer. The customer shall take the necessary steps to notify the end customer of this transfer. The customer can collect these amounts owed as long as voestalpine SadeF does not expressly revoke this authorisation. This authorisation to collect lapses in any case, and without the express revocation by voestalpine SadeF, in the event of suspension of payments by the customer. At the request of voestalpine SadeF, the customer must immediately inform in writing the party to which it has sold the products and what claims or rights have arisen. Likewise, the customer must, at its own expense, ensure execution of the notarial deed of the waiver of its claims in favour of voestalpine SadeF.
- The customer is not entitled to otherwise dispose of the products subject to retention of title or products to which voestalpine SadeF has a right of co-ownership, nor to change the status of the debt claims assigned to voestalpine SadeF.
- 19 In the event that an order must be delivered to the customer on a call-off basis, the deliveries shall be made on a monthly basis and the quantities to be purchased each month must be in proportion to the duration of the agreement or in function of the quantity ordered.
- 20 The gross weights apply as net weights without packaging. Boxes, packaging and accessories, with the exception of binding materials, are charged at cost. If return of the packaging is foreseen, the costs thereof shall be borne by the customer. The returned packaging must be in good condition such that further use is possible. This applies among other things to containers used for delivery, which in any case remain the property of voestalpine SadeF. If voestalpine SadeF receives the packaging in damaged condition such that it is no longer usable, it is entitled to charge the net value of the packaging to the customer.
- 21 Performance by contracted labour is at the risk of the customer. Voestalpine SadeF is only responsible for the value added to the good to be processed, and declines all liability with regard to production waste incurred during the production process.
- Additional production costs caused by errors in the customer-supplied material are borne by the customer.

## 5 Installation and technical terms and conditions

- 22 The sections produced by voestalpine Sadef comply with Euro Standard EN 10-162. Characteristics and tolerances on materials used meet the EN standards that are also used for steel works. In particular, the permissible deviation from the total weight is set at  $\pm 10\%$ , and  $\pm 20\%$  for stainless steel.
- 23 The tools for the manufacture of sections ('tooling') can only be used on voestalpine Sadef machines. If the customer pays a part of the tooling costs, it becomes co-owner of the tooling, without being allowed to use it on other machines. If the customer pays a fee for the tooling, voestalpine Sadef undertakes not to use the tooling for the benefit of third parties. If this tooling has not been used for the execution of an order over a period of 36 months, voestalpine Sadef is entitled to continue to freely use or destroy the tooling for the manufacture of the relevant section, unless there are intellectual property rights attached to it for the benefit of the customer, or the customer is prepared to pay for the further storage of this obsolete tooling.
- 24 Voestalpine Sadef reserves the right to replace the agreed materials with other materials of at least equivalent quality, for example if the initially agreed materials could no longer be delivered (on time) due to causes beyond the control of voestalpine Sadef.

## 6 Price, payments, guarantees

- 25 Voestalpine Sadef invoices are payable in cash without discount. Subject to acceptance and coverage by voestalpine Sadef's credit insurance, invoices are payable within 30 days of the invoice date.
- 26 In the event that the customer does not strictly and fully comply with the payment conditions (including the terms and conditions and the credit limit of the credit company if a payment credit has been granted) or becomes insolvent, and/or the bank guarantee lapses or is insufficient and/or the credit limit of the credit company is removed and/or becomes insufficient, voestalpine Sadef has the right to demand cash payment and sufficient security before production, or to invoke termination of the agreement as provided for in Article 45, or to suspend all deliveries and work, and to take back the delivered materials. In the event that payment credits have been granted to the customer, these will be terminated immediately and all invoices will become immediately due and payable in full.
- 27 If voestalpine Sadef has to address its invoice to an enterprise other than the customer, both are considered to be customers, and both are jointly and severally liable for payment of the invoice amount, plus, where appropriate, damages and interest.
- 28 Any invoice that has not been paid in full on its due date will automatically and without notice of default be subject to conventional interest on arrears equal to the late payment interest rate in accordance with the Belgian Payment Arrears Act of 2 August 2002.

In addition to this conventional interest on arrears, the customer will also owe compensation for each, even partial, unpaid invoice, which is fixed at 15% on the first tranche from 0 to 6,200 euros, 10% on the second tranche from 6,200 to 24,800 euros, and 5% on all higher invoice amounts, with a minimum of 125 euros. This is to cover the costs arising from the failure to pay, such as administration costs, cash credit costs, etc.

In addition to the conventional interest on arrears and the conventional damage compensation clause, the customer will also owe all costs and fees for the extrajudicial as well as judicial steps of the lawyer that voestalpine Sadef must call upon to collect its invoices.

- 29 In any case, advances paid remain with voestalpine Sadef.
- 30 All products produced that have not been purchased 4 months after the agreed delivery date will automatically be invoiced.
- 31 All invoiced amounts are always due and payable, and the customer expressly waives its right to invoke suspension of its payment obligations on the basis of incompleteness, defects or lateness of the works or deliveries. If necessary, the customer must make a claim itself, which, however, may in no way delay or suspend the claim for payment of the outstanding balance intended for voestalpine Sadef.

## 7 Customer inspection obligation and warranty

- 32 Customer inspection obligation: The customer must carry out a thorough inspection of the delivered products within eight days of delivery. The customer must check whether the delivery is in order and shows no visible defects. In the event that the customer establishes that the delivery is not in conformity and/or shows visible defects, the customer shall immediately inform voestalpine Sadef by mail or registered letter. Damage to the delivered goods must be immediately established and reported by stating it on the waybill. In the absence of any notification regarding the conformity of the delivery and the visible defects within eight days after delivery, the delivery is deemed to have been accepted by the customer.
- 33 Delivery compliance: In the event that the customer reports the non-compliance of the delivery within the period specified above, the customer must take the necessary steps to preserve the delivered products under the best possible conditions, without the customer being allowed to charge voestalpine Sadef for this. The customer must also await further instructions from voestalpine Sadef for further processing.
- 34 Visible defects: In the event that the customer reports visible defects within the period set above, the customer must take the necessary steps to store the delivered products under the best possible conditions, without the customer being allowed to charge voestalpine Sadef for this. The customer must also await further instructions from voestalpine Sadef for further processing.

- 35 Hidden defects: the customer enjoys a warranty for hidden defects for one (1) year after delivery and subject to the following terms and conditions: timely and full payment of the price and immediate notification by registered letter within 24 hours after the defect was discovered or should reasonably have been known.
- 36 Inspection by voestalpine SadeF: If the customer reports the non-conformity, visible or hidden defects within the above-mentioned periods, the customer must take the necessary steps to enable voestalpine SadeF to inspect the products, the defects, the damage and all relevant factors. Such inspection by voestalpine SadeF is with full reservation of all rights and without any admission of liability. If during the inspection it appears that there is no defect or non-conformity, the customer will be obliged to pay all costs incurred by voestalpine SadeF with regard to this inspection. If the customer prevents the inspection, voestalpine SadeF will not be obliged to pay any damage compensation.
- 37 Warranty: In each cross-verified damage case, the total amount of the damage compensation will not exceed the order value of the delivered products. The warranty is limited in all cases and at the discretion of voestalpine SadeF to the free redelivery of the defective parts or repair of the damage, and only applies within the first year after delivery. Under no circumstances is voestalpine SadeF liable for the costs of installing the defective products to be replaced or for the repair of defective products carried out by the customer. Voestalpine SadeF is not liable for defects and damage resulting from improper use by the customer or by third parties.
- 38 In any case, the liability of voestalpine SadeF is limited to the foreseeable, personal and direct damage of the customer, with a maximum of both the order value of the delivered product and the amount of the cover by the insurer of voestalpine SadeF. Under no circumstances is voestalpine SadeF liable for damage to third parties, nor for loss of profits, loss of customers, loss of opportunities, etc. The customer shall take the necessary measures to hold voestalpine SadeF harmless against all possible claims by third parties.
- 39 Voestalpine SadeF shall not be liable for any indirect, incidental or consequential damages, losses or expenses in connection with, or arising from, the use of or the inability to use the product for any purpose. Implied warranties of merchantability or fitness for a particular purpose are expressly excluded. Under no circumstances will SadeF be liable for the repair of direct or indirect damage caused by third parties.
- 40 Any damage, whether incurred by voestalpine SadeF, the customer or third parties, that follows the proper execution of the work in accordance with best practices, is entirely at the expense of the customer, who must hold voestalpine SadeF harmless for this.

## 8 industrial and intellectual property

- 41 All designs, plans, studies, drawings, photos, models, samples, manufacturing instructions, packaging material, produced texts and in general all media in which the intellectual services of voestalpine SadeF appear or are contained, remain the property of voestalpine SadeF at all times, and must be returned by the customer upon first request. The customer acknowledges that the listed items, as well as the associated know-how and methods, are the exclusive property of voestalpine SadeF. They may under no circumstances be used, communicated or reproduced, even partially, without the written permission of voestalpine SadeF. The customer hereby expressly waives the possibility to invoke any right in this regard and to use the information obtained to apply for an intellectual protection right. He undertakes to maintain the confidentiality of the aforementioned items.
- 42 Insofar as the items mentioned in the previous paragraph are not provided by voestalpine SadeF, the customer warrants to voestalpine SadeF that the products to be delivered do not infringe any industrial or intellectual property rights of third parties. The production and sale by voestalpine SadeF in accordance with drawings and orders that could be protected by intellectual property rights in the name of a third party are the sole responsibility of the customer. The customer shall, if necessary, hold voestalpine SadeF harmless against all harmful consequences for voestalpine SadeF.

## 9 Execution, rescission and force majeure

- 43 In the event of market price fluctuations, voestalpine SadeF reserves the right to change its price at any time. This also applies in the case of reservations and/or call-off orders by the customer. All prices are exclusive of VAT and FCA Gits.
- 44 If the customer fails to perform its obligations, as well as in the event of bankruptcy or apparent insolvency, voestalpine SadeF has the right to consider the agreement as rescinded without any notice of default and by operation of law ("*ipso iure*"). It suffices to inform the customer of this by simple registered letter.
- 45 Voestalpine SadeF has the right to suspend its obligations towards the customer if voestalpine SadeF has a well-founded fear that the customer will not be able to fulfil its obligations or a substantial part thereof. Voestalpine SadeF will immediately inform the customer of this suspension. Voestalpine SadeF will resume its obligations if the customer can provide sufficient proof or guarantees that it will be able to fulfil its part of the obligations. If the customer does not provide these proofs or guarantees within the period specified by voestalpine SadeF, voestalpine SadeF reserves the right to terminate the agreement by simple registered letter to the customer, without the customer being entitled to any compensation.



- 46 In the event of temporary force majeure, voestalpine Sadef's obligations will be temporarily suspended for the duration of the temporary force majeure, without the customer being entitled to compensation. Voestalpine Sadef will inform the customer of this temporary force majeure within a reasonable period of time. As soon as the temporary force majeure has passed, voestalpine Sadef will inform the customer of this and resume its obligations. If the force majeure is definitive, or temporary but with a duration of more than three months, voestalpine Sadef has the right to rescind the agreement immediately, without the customer being entitled to compensation for damages.

The following (non-exhaustive list) are considered situations of force majeure: depletion of supplies due to unforeseen circumstances, delays in or non-delivery by suppliers, destruction of products due to accident, machine breakdown, strike or lock-out, riot, war, epidemic or pandemic, flood, high absenteeism, electronic, computer, internet or telecommunications failures, fuel shortages or errors attributable to third parties.

- 47 Any substantial event, which seriously impedes or complicates performance of the agreement by voestalpine Sadef, gives rise to a renegotiation between the customer and voestalpine Sadef, without the possibility of judicial intervention. If no new agreement can be concluded within a reasonable period of time, voestalpine Sadef has the right to unilaterally rescind the agreement or to postpone or suspend its performance, without the customer being entitled to compensation. The unilateral rescission or suspension of the agreement will be notified to the customer by simple letter.
- 48 In the event of rescission of the agreement at the expense of the customer or breach of the agreement by the customer, the parties expressly agree that the customer will owe voestalpine Sadef compensation at a fixed rate of 25% of the contract price. The customer will be obliged to pay additional compensation if the actual damage suffered is higher. If voestalpine Sadef prefers the forced execution of the agreement, the contract amount will be invoiced in full and will be immediately due and payable. In this case, voestalpine Sadef will only be obliged to deliver the materials after payment has been made in full.

## 10 GDPR

- 49 The communicated personal data of personnel (employees, directors, subcontractors, attorneys-in-fact or representatives) of voestalpine Sadef or of the customer will be limited to "business contact details", i.e.: name, surname, business address, professional phone number, and professional email address.
- 50 Voestalpine Sadef and the customer will act in their capacity as controller with regard to the personal data of the personnel of the other. Voestalpine Sadef and the customer confirm that they are allowed to disclose the personal data of their personnel and have a valid legal basis to do so as required by the General Data Protection Regulation ("GDPR").

## voestalpine SadeF nv

- 51 Both voestalpine SadeF and the customer shall ensure that (i) their personnel are duly informed in accordance with the GDPR that the personal data concerning them will be used, disclosed and/or processed, and (ii) appropriate complaints procedures have been developed to enable them to claim their rights under the GDPR.
- 52 Both voestalpine SadeF and the customer will take appropriate technical and operational measures against unauthorised or unlawful processing of personal data and (accidental) loss, destruction and/or damage.

### 11 Choice of law and jurisdiction

- 53 Belgian law applies to all disputes arising from or as a result of agreements, deliveries and works of voestalpine SadeF. All these disputes fall under the exclusive jurisdiction of the courts of the judicial district of West Flanders, Kortrijk division.

### 12 Miscellaneous

- 54 The nullity, invalidity or unenforceability of a specific provision of the general terms and conditions or of any agreement with voestalpine SadeF does not result in the nullity or unenforceability of the other provisions of the general terms and conditions or the agreement.  
The invalid or unenforceable provision will be replaced by a legally valid provision of the same or similar economic scope by mutual agreement between the parties, who will negotiate to the best of their ability and in good faith.
- 55 The fact that voestalpine SadeF, by way of exception, does not invoke compliance with the general terms and conditions can in no way be interpreted as a future waiver.