**General Terms and Conditions of Purchase of FERINOX, 1808, Route de la Zone Portuaire CNR, 69560 Saint-Romain-en-Gal, France**

## 1. General

1.1 These General Terms and Conditions of Purchase ("Terms and Conditions of Purchase") of FERINOX, a French company registered under number 642 043 277 with the Trade and Corporate Registry of Lyon, having its registered office in 1808, Route de la Zone Portuaire CNR, 69560 Saint-Romain-en-Gal ("Purchaser") apply exclusively to professionals within the meaning of the introductory article of the French Consumer Code ("Supplier(s)").

1.2 Unless otherwise agreed, our Terms and Conditions of Purchase are aimed at laying down general provisions applicable to all orders of materials, devices, products or services of any nature.

1.3 Our Terms and Conditions of Purchase shall apply to all deliveries and services by the Supplier to us in the future until modified and replaced by our new Terms and Conditions of Purchase apply.

## 2. Conclusion of contracts and amendments of contracts, prices

2.1 Our quotations, in whatever form they are communicated, are without engagement and not binding. A contract shall only be concluded when the order is confirmed by us in writing.

2.2 The contract concluded by our order confirmation shall be binding unless the Supplier objects to it within five calendar days of receipt of the order confirmation. The Supplier shall not be required to countersign the order confirmation.

2.3 Verbal agreements prior to or upon conclusion of the contract shall only be valid when confirmed in text form by the Purchaser.

2.4 The agreed prices are fixed prices and include additional charges of any kind. Unless a specific agreement is concluded, prices are ex works, duty and tax paid (DDP pursuant to Incoterms 2010) including packaging. They do not include value added tax.

2.5 Our purchase orders are based on the Supplier's warranty that the delivery item(s) supplied by the Supplier are pre-registered or registered preparation under REACH Regulation. We shall have the right to request the Supplier to submit certificates of origin and inspection with respect to the delivery items, especially with respect to the REACH Regulation, free of charge.

## 3. Delivery, passing of risk

3.1 Deviations from our contracts concluded and purchase orders shall only be admissible with our prior written consent.

3.2 The order date, contact partner and purchase order reference number must be indicated on all shipping documents (delivery note, consignment notes etc.), all invoices and all correspondence with ourselves.

3.3 Agreed dates and periods are binding. Compliance with a delivery date or delivery period shall be determined by receipt of the goods at our company. If delivery "free works" is not agreed (but e.g. CIP, CPT or DDP pursuant to Incoterms 2010), the Supplier shall make the goods available in due time, taking account of the time for loading and dispatch to be agreed with the freight forwarder. Where a calendar week is agreed as delivery date, the last date shall be Friday of that week. In the absence of an express agreement, the goods shall be delivered to our headquarter in Saint Romain en Gal.

3.4 If agreed delivery dates are not complied with, statutory provisions shall apply. If the Supplier anticipates difficulties regarding compliance with the delivery date or similar circumstances which could prevent the Supplier from supplying on schedule or supplying in the agreed quality, the Supplier shall notify the Purchaser immediately in writing.

3.5 Unconditional acceptance of a late delivery or service shall not constitute a waiver of claims for compensation, to which we are entitled due to the late delivery or service. This shall also apply after payment of the price due from us for the delivery or service in question has been made in full.

3.6 We shall only take delivery of the quantities or numbers of items we have ordered. Excess deliveries or short deliveries shall only be admissible if previously agreed with us or if agreed by us at the time of delivery.

3.7 Values determined by us during the incoming goods inspection shall be decisive for numbers of items, weights and dimensions unless otherwise proved.

3.8 Goods shall be packed to ensure that transport damages or transport losses are prevented. The use of packaging materials shall be limited to the extent required for that purpose. Only environment-friendly, non-toxic, easily recyclable packaging materials may be used. Reuse systems are to be preferred. When applicable, statutory provisions govern the Supplier's obligation to take back packaging.

3.9 The Supplier shall provide any freight forwarders engaged with shipping documents to be handed over at the place of destination which indicate the quality of the goods supplied, the quantity and number on the order confirmation. Where different types are supplied, a loading list must be enclosed. If one or several of these details are omitted, we shall not assume any liability for any reduction in valuation and billing arising therefrom, save for a case in para.12.2 below.

3.10 The combination of different types of goods shall only be permitted on the basis of a specific written agreement. Sorting costs incurred shall be borne by the Supplier.

3.11 Passing of risk: The Supplier shall bear the risk of accidental loss, unless otherwise agreed, until acceptance of the goods by ourselves or our representative at the place where the goods are to be delivered according to the order.

## 4. Force majeure

4.1 Force majeure, labour disputes, operational disruptions through no fault of our own, riots, official measures and other comparable events that are unavoidable for us and not culpably caused by us, such as war, epidemics or pandemics, energy and raw material shortages, transport bottlenecks through no fault of our own, operational hindrances through no fault of our own, e.g. due to fire, water and machine damage shall release us from the obligations to perform for the duration of the disruption and to the extent of its effect. We shall, however, be obliged to the extent reasonable to notify the Supplier immediately of the nature and extent of the force majeure in question and to adapt our obligations to the circumstances in good faith.

4.2 We shall be released from the obligation to take delivery of the ordered delivery/service in whole or in part and shall have the right to rescind the contract if the delay caused by force majeure justifies it, and in particular if the delivery/service can no longer be used.

## 5. Notice of dispatch and invoice

The information in our purchase orders and call-offs for delivery shall apply. One copy of the complete and valid invoice shall always be addressed to the printed address, imperatively indicating the purchase order number, as well as the invoice number and other identifiers. Any invoice not containing the purchase order number may be refused and will not be processed until it has been regularized. It may not be enclosed with the shipments.

## 6. Terms of payment

6.1 Unless otherwise specifically agreed on the purchase order or provided by applicable laws, Supplier's invoices are payable within 60 days net from

the date of issuance of the invoice. No discount is granted for early payment. Payment shall be subject to verification of the invoice.

6.2 Invoices shall be duly established, include mandatory legal mentions and comply with the purchase order. In the event of non-conformity of the invoice, the delivery or the service, duly notified to the Supplier, the Buyer is entitled to suspend payment until receipt of the credit note or the corrected invoice corresponding to the required regularization. Payment shall only become due after receipt and validation, in accordance with the contractual terms, of said regularization document.

**7. Guarantee, warranty, product liability**

7.1 The Supplier warrants that all deliveries/services comply with the relevant legal provisions and the regulations and guidelines of authorities, employers' liability insurance associations and trade associations. If deviations from these regulations are necessary in specific cases, the Supplier must obtain our written consent for this. This consent shall not limit the Supplier's liability for defects.

7.2 The Supplier shall warrant us against eviction and hidden defects according to the law.

7.3 In the event of defective partial deliveries, we shall also have the right, after unsuccessful supplementary performance, to rescind the contract as a whole if interest in the delivery as a whole ceases to exist due to the defective partial delivery (e.g. because the delivery cannot be used as a whole or is it more economical for us to order the goods again as whole) and the defect is more than just negligible.

7.4 If we notice a defect in quality of the goods or a non-compliance of the delivered quantity, we will notify the Supplier of this defect and the Supplier shall have two working days to examine the goods. Those two days will be chosen by mutual agreement of the parties within the two weeks following our notification of the defect. If the parties fail to agree on the defect in quality or the non-compliance of the delivered quantity, an independent expert shall be engaged with the mutual consent of the parties, the costs for this to be borne by the unsuccessful party. In case no expert can be mutually engaged within one month following the notification of the defect, each party is entitled to choose an expert in its own discretion. If the period for the Supplier to examine the goods supplied expires without proof being provided to the contrary for the defects and/or deviations determined by us or a relevant expert opinion exists proving a defect, we shall have the right to process the goods, provided the defects in quality allow, and to notify the Supplier of our decision to reduce the price.

7.5 We shall examine the goods within a reasonable period for any defects in quality or non-compliance of the delivered quantity to the extent that is reasonably and technically possible for us. We shall notify the Supplier of obvious defects in the goods delivered/service provided immediately in writing as soon as they are determined according to conditions in the normal course of business but at the latest within 14 calendar days of receipt of the delivery at our company. We shall give notice of hidden defects immediately but at the latest within 14 days of their detection.

7.6 We shall have a recourse action against the Supplier if we have sold to third parties the goods supplied by the Supplier and the third-party claims for damages for hidden defects or eviction.

7.7 If a claim is asserted against us for violation of official safety regulations or by reason of domestic or foreign product liability regulations or laws because of the defectiveness of goods which is attributable to the Supplier's goods, we shall then have the right to request compensation for this damage from the Supplier if this was caused by the goods delivered by the Supplier. The Supplier shall carry out quality control which is appropriate in nature and scope and corresponds to state-of-the-art technology and shall provide us with proof of this upon request. The Supplier shall conclude a corresponding quality warranty agreement with us if we deem this necessary. The Supplier shall furthermore insure itself for an adequate amount against all risks arising from product liability including the risk of recall and upon request submit the insurance policy to us for inspection.

**8. Radioactivity, danger of explosion, hollow bodies**

8.1 The Supplier guarantees that all goods, raw materials or commodities supplied by it are free from substances which have been exposed to radiation, parts suspected of containing explosive material and hollow bodies.

8.2 The Supplier furthermore warrants that all material supplied was checked for radioactivity using measuring devices which conform with state-of-the-art technology. The Supplier supplies exclusively material where there were no indications, within the scope of the measuring accuracy of the measuring equipment, of ionising radiation above naturally occurring background radiation. The limits of the strictest legal regulations resp. directives (inter alia Directive 2013/59 EURATOM as transposed into French law) valid in France must be complied with.

8.3 If radioactively contaminated material resp. other defects pursuant to para. 8.1 above occur at our company, the Supplier shall be liable for all consequential damages such as in particular lost profit, contractual penalties and damages to be paid to our end-customers. The Supplier shall also be liable for consequential damages due to production stoppages and/or plant closure, personal injuries and their consequential costs as well as the costs for disposing of the contaminated material.

**9. Origin of goods**

9.1 The Supplier shall specify the country of origin of the goods pursuant to the provisions of Regulation n°952/2013 laying down the Union customs code in commercial documents and shall at our request provide a certificate of origin concerning the origin of the goods.

9.2 The goods shall fulfil the origin requirements of the bilateral or multilateral preferential agreements or the unilateral origin requirements of the Generalised System of Preferences for beneficiary countries (GSP) if the deliveries are made within the scope of such transactions.

**10. Property rights**

10.1 The Supplier guarantees and warrants that all deliveries are free of third-party property rights and in particular that the delivery and use of the delivery items does not infringe patents, licences or other third-party property rights.

10.2 The Supplier shall indemnify us and our customers against third-party claims from any infringement of property rights and shall also bear all costs incurred by us in this connection.

10.3 We shall have the right, at the Supplier's expense, to obtain approval from the beneficiary to use the delivery items and services in question.

**11. Liability of the Supplier**

The Supplier shall be liable in an unlimited amount according to legal provisions, especially for its own negligent breach of duty and negligent breach of duty by its legal representatives or vicarious agents.

**12. Liability of the Purchaser**

12.1 We shall not be liable for claims, in particular not for claims by the Supplier for damages or reimbursement of expenses, for whatever legal reason, and/or in the case of breach of duty from the obligation, unless we are liable under sections 12.2 or 12.3.

12.2 We shall be liable without limitation

- in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- in the event of injury to life, limb and health, caused by the us or our legal representatives or vicarious agents.

12.3 If we or our vicarious agents are responsible for violation of material

contractual obligations and none of the cases specified in paragraph 12.2 above exist, our liability shall be limited in amount, to typical and foreseeable damages at the time the contract was concluded.

12.4 Any further liability shall be excluded.

12.5 Exclusion or limitation of liability according to paragraph 12.1 to 12.4 above and paragraph 12.6 shall apply to the same extent for the benefit of our executive and non-executive employees and other vicarious agents as well as sub-contractors.

12.6 If the Supplier is entitled to damage claims according to this paragraph 12, these may only be asserted within a preclusion period of one year as of commencement of the statutory limitation period.

12.7 The foregoing provisions do not create any reversal of the burden of proof.

**13. Quality and documentation**

13.1 The Supplier shall continuously verify the quality of the delivery item. The Supplier shall notify us of any potential improvements immediately.

13.2 If minimum and/or maximum values of parameters are specified in a purchase order regarding delivered goods, these values shall be observed. This shall be assured and documented by suitable test and measurement procedures. We shall have the right to request the notification of the results of such verification in writing at any time and without additional costs.

13.3 Product-specific and/or technical documentation, certificates of conformity and other documents, certificates and operating instructions required for the contractual item or its use, at our option in French or English, and the marking of the parts and goods and/or their packaging required by law shall form part of the scope of delivery without separate charge.

13.4 The Supplier shall ensure that the delivery items can be traced exactly through batches.

**14. Rights to retention of title**

We can use and/or resell the delivered goods without any limitation in the ordinary course of business.

**15. Execution of work**

Persons who carry out work at the business premises in the performance of the contract shall comply with the respective internal rules. Our liability for accidents which befall such persons on the business premises shall be excluded unless they were caused by intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.

**16. Provision**

Substances, parts, containers and special packaging provided by us shall remain our property. They may only be used for their intended purpose. Substances shall be processed and parts assembled for us only. It is understood that the substances and parts remain our property, it being specified that the incorporation in another thing of these substances and parts does not defeat our rights when those substances and parts may be separated without either suffering deterioration.

**17. Documents and confidentiality**

All business, technical or product-related information, especially calculation data, manufacturing specifications, internal production information and data, of whatever kind, made accessible by us to the Supplier, including other development or manufacturing features to be taken from any objects, documents or data provided shall not be disclosed to third parties and may only be made available to those persons at the Supplier's own company who must necessarily be involved in their use for the purpose of the delivery or service to us and who are likewise obliged, in as far as this is permitted with respect to employees under labour law, in writing to treat them as confidential. We shall retain the exclusive title to such confidential information. Such confidential information may not be reproduced or used commercially, other than for deliveries to us, without our prior written consent. Information shall not be considered as confidential if the Supplier can prove that it is in the public domain through no fault or action of the Supplier or that a legal or official obligation of disclosure exists.

**18. Data protection**

The Parties are responsible for compliance with all relevant statutory data protection provisions, in particular the General Data Protection Regulation (GDPR), as well as for the lawfulness of the data transfer and data processing of personal data. The parties undertake to process mutually provided personal data exclusively in a lawful and transparent manner and exclusively for the provision of the contractual deliveries and services. The Supplier agrees to such data storage and protection. Our data protection policy applies in addition: https://www.elgmetals.com/en-de/privacy.

**19. Wage, Posting of Workers, prohibition of illegal employment, compliance**

19.1 The Supplier shall ensure that the employees used by it or the sub-contractors it uses or personnel service providers to execute contracts with customers are paid a wage compliant with law. The Supplier shall likewise ensure that he complies with its obligation to declare and pay social contributions. The Supplier shall verify compliance with the preconditions pursuant to this paragraph 19.1 when selecting sub-contractors or personnel service providers.

19.2 The Supplier shall be liable to the Purchaser for any damage arising for the customer as a result of failure to comply with the obligations pursuant to paragraph 19.1.

19.3 Illegal employment of any nature is prohibited.

19.4 The notion of compliance is a key value for us. We expect the Supplier, therefore, to comply with respectively applicable national statutory provisions within the scope of its business activities on behalf of and with us. This applies in particular to legal requirements in relation to industrial safety and employee protection, compliance with human rights, prohibition of child labour, criminality of corruption and the granting of advantages of any kind and in relation to environmental protection etc. Furthermore, we expect the Supplier to communicate these principles and requirements to its sub-contractors and suppliers and to encourage them to comply with these laws as well.

**20. General provisions**

20.1 Contracts concluded with us may only be transferred to third parties with our written consent. This shall also apply to the claims arising from the contracts concluded with us.

20.2 Place of performance for deliveries and payments is Saint-Romain-en-Gal.

20.3 Any disputes between ourselves and the Supplier arising from and in connection with these Terms and Conditions of Purchase shall be settled exclusively before the commercial court of Lyon. We shall also have the right at our option to bring an action against the Supplier at its place of general jurisdiction.

20.4 These Terms and Conditions of Purchase shall be governed by French law, to the exclusion of the UN Convention on contracts for the international sale of goods (CISG).

20.5 Verbal agreements after conclusion of a contract, especially subsequent amendments and modifications of our Terms and Conditions of Purchase, including this clause and collateral agreements of any kind, shall only be valid when confirmed in writing by us. In case these Terms and Conditions of

Purchase contradict specific conditions, the latter shall prevail.

20.6 To the extent permitted by law the Parties hereby expressly agree to exclude the application of article 1195 of the French Civil Code, which enables one party to ask for a renegotiation, upon the occurrence of an event, unforeseeable at the time of the conclusion of the contract, which renders it performance excessively onerous.

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