

**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES BY THE COMPANY INTERALLOYS, S.L.U.**

**SECTION 1**

**GENERAL PROVISIONS FOR THE PURCHASE OF GOODS AND SERVICES**

**1.1. DEFINITIONS**

- Agreement: these general terms and conditions and, if applicable, any specific conditions that may be set by the parties in writing, and/or the order placed by the Company and accepted, either expressly or tacitly, by the Provider, and/or the estimate submitted by the Provider and expressly accepted (bearing a signature of acceptance) by the Company and/or any other document to which the parties confer contractual nature, or any behaviour or action carried out by the parties which results in a contractually binding relationship.
- Purchase or acquisition of goods: any transaction which consists of the acquisition of movable property by the Company, whether it is already manufactured or to be manufactured in the future by the Provider.
- Service provision: any transaction which consists of the Provider supplying, to the Company, any service activity or activities for the execution of an installation, for obtaining a particular result or for any other purpose set forth in an agreement.
- Company: the company INTERALLOYS, which wishes to purchase goods or receive services from the Provider under the Agreement.
- Provider: the individual or legal person who enters into an Agreement with the Company for the delivery of goods or the provision of services.

**1.2. SCOPE**

These general terms and conditions shall apply to agreements entered into for the purchase of goods or for the provision of services, as applicable, by the Company. The full text of these terms and conditions is available online at <https://www.interalloys.es>

The Company shall make these terms and conditions available to the Provider either by physical delivery or by referral to the aforementioned website in any of the contractual documents, or those stemming from the Agreement's execution.

These terms and conditions are divided into 2 sections, with section 1 being applicable to all Agreements entered into by the Company for the purchase of goods or for the provision of services. In any event, and in keeping with the spirit of the Agreement, that set forth in section 2 shall prevail over that set forth in section 1 in the event of contradictions.

**1.3. INTERPRETATION**

In the event of a contradiction between these general terms and conditions and any other document that makes up the Agreement, the specific conditions that have been individually negotiated between the parties shall prevail.

Unless expressly agreed otherwise, in all agreements entered into by the Company, no other general terms and conditions different from those set forth in this document shall be considered accepted or included. Therefore, any conditions and specifications that the Provider includes in their notices, invoices and other documents shall not be applicable to the Agreement should they contradict or oppose it.

#### **1.4. COMPLIANCE WITH LAW**

The parties hereby state that they hold any authorisations, licences or permits which are necessary at any time in order to comply with the obligations assumed under the Agreement. The parties are obliged, at all times, to be current in terms of their fulfilment of their legal obligations, especially those obligations stemming from tax provisions, labour law and social security matters. Likewise, the parties agree to provide to each other, upon reasonable request by the other party, documentation to prove the aforementioned compliance.

Each party shall be liable to the other for damages that could stem from non-compliance with this provision.

#### **1.5. PROVIDER OBLIGATIONS**

The Provider is obliged to deliver the goods or provide the services together with any manuals, certificates and/or other necessary documents, and to ensure compliance with the safety and quality standards agreed upon or legally required for said goods' and services' use or sale. Upon delivery of goods, the Provider commits to transfer its property to the Company free of any charges, encumbrances or privileges and, likewise, the Provider shall guarantee the full quality of said goods and that they are provided in "new" state.

The Provider states and guarantees to be the holder of all trademarks, patents, licences and other industrial and intellectual property rights necessary for compliance with the Provider's duties and for the Agreement's execution, compensating the Company and its dependants and holding them free and harmless from any losses and/or damages which may arise in relationship with the Provider's failure to comply with this obligation.

The Provider shall obtain any information deemed necessary for the proper, adequate provision of goods or services from the Company beforehand, this being done with any amount of prior notice deemed necessary by the Provider. Should the Provider not request information from the Company, it shall be understood that the Provider has all the information needed for the Agreement's proper fulfilment.

In the undertaking of services, the Provider must strictly and accurately comply, in a timely manner, with all legal provisions applicable to the relevant service, being liable to the Company and to any third parties for all damages, losses, penalties and other expenses resulting from the failure to observe said provisions. Likewise, the Provider shall hold the Company and its dependants free and harmless from any liabilities that, because of said failure to observe specific provisions, may be applicable to the Company or its dependants. None of the legally established limits of liability set forth in law shall be of application and, more specifically, none of the limits of liability for transport service agreements set forth in the LCTTM (Law on Contracts for the Land Transport of Goods), CMR Convention, and/or the Maritime Navigation Act and other International Conventions shall be of application.

#### **1.6. PLACE AND DATE**

Unless expressly agreed otherwise, the timeframe set forth for the delivery of goods or for the provision of services to the Company shall be compulsory. The Company shall not have to undertake any type of written formality to consider a delay to have materialised once the agreed-upon timeframe has passed.

In the event of a delay, the Company may choose between terminating the Agreement or requesting compliance and the payment of the agreed-upon penalty. In either case, the

Provider shall likewise indemnify the Company for any losses and/or damages in which it has incurred.

The Company is not obliged to accept the delivery of a good or the provision of a service prior to the agreed date for delivery or provision.

The delivery of goods or the provision of services must be made by the Provider on the Company's premises – or in any other location designated by the Company.

### **1.7. DELIVERY OF GOODS AND SERVICES**

The Provider must provide proof of the goods' delivery by using a delivery document that shall be duly signed by an individual authorised to represent the Company. The undertaking and execution of services must be proved by using a document that shall also be signed by an individual authorised to represent the Company. Said document shall act as proof of service completion. In the supply of goods, these must be adequately boxed or packaged for handling. They must also be marked externally so that they can be identified and linked to the Agreement with which they are related.

Along with the goods and services, the Provider must also deliver to the Company any manuals, certificates of quality and origin, and any other documents that are required legally or contractually.

The Provider may not invoice any goods or services whose delivery has not been proved as indicated.

The Company may refuse delivery of any goods or services that, at the time of their delivery, were not suitable or appropriate or in accordance with the conditions agreed upon. Delivery may also be refused if the corresponding manuals, certificates or other documents (whether of technical or of any other nature) that should have been delivered along with the good or service have not been provided. In such a case, the Company may terminate the Agreement or, at its discretion, grant a timeframe to the Provider to proceed to remedy the causes and reasons for the delivery's rejection – notwithstanding, in the latter case, a claim to cover any liabilities brought on by the delay, if applicable.

Before receiving a good or accepting the provision of the service, the Company may, in the set place of delivery, carry out any inspections, checks, tests and examinations that it deems necessary.

Acceptance of delivery of the good or service by the Company (even in cases in which the Company has carried out the inspections, tests or analyses that were deemed necessary) may not be considered as the Company's waiver of any contractual or legal rights that may apply as a result of defective performance, non-compliance or for any other reason.

### **1.8 RISKS**

The Provider assumes the loss and/or damage risks associated with the goods acquired by the Company until the time at which said goods are effectively delivered to and received by the Company at the Company's facilities as stipulated in the Agreement.

### **1.9 PRICE AND PAYMENT FOR GOODS AND SERVICES**

#### **1.9.1 Price**

The Company agrees to pay the price established in the Agreement. Prices shall be set in Euros or US Dollars.

With the sole exception of VAT, the price provided by the Provider must include all extra charges, taxes, fees, surcharges, supplementary and other amounts that must be covered or that accrue as a result of the provision or execution of goods or services. This shall even be of application if said amounts were brought about by a third party either before or after the date of the Agreement. No other amount that was not expressly accepted by the Company may be requested thereof by the Provider for the purchase of goods or services.

The agreed price shall not be subject to any type of review, update or modification unless otherwise expressly set forth in the Agreement.

### **1.9.2. Payment**

Invoices must be accompanied by documents proving the Company's receipt of the goods and services in the manner set forth in the Agreement. The invoices issued by the Provider, with copies of said documents attached, shall be paid by the Company via bank transfer to the account indicated on the Provider's invoice within a maximum timeframe of 60 days from the date of the invoice's receipt.

However, if the services provided by the Provider have to do with the transport of goods by road and –subject to the fulfilment of the subcontracting conditions set forth in the Agreement– said transport was effectively undertaken by a transport company other than the Provider, the Company shall not be obliged to pay to the Provider the corresponding price for said transport services until the Provider offers sufficient proof to the Company that the road transport company that carried out transport has been complete and effectively paid for its services. If, as a result of any circumstance, the Company is compelled to pay the transport price owed to any third-party transport company that performed the services committed to by the Provider under the Agreement, the Provider shall be obliged to refund said amount to the Company within a non-extendible period of 1 day, notwithstanding any other liabilities which could be claimed against the Provider for failure to comply with the Agreement's provisions.

Payment of the price shall not imply a waiver of the Company's rights, nor shall it imply acceptance of the goods' or services' delivery as delivered or supplied by the Provider.

### **1.9.3. Delays in payment**

Payment outside of the agreed-upon timeframe shall bring about, upon prior written request made by the Provider to the Company, the accrual of late-payment interest as set forth in Law 3/2004 on combating payment default in sales transactions, being of application whatever version of said law is in force at the time.

Notwithstanding the Provider's right to terminate the Agreement when deemed appropriate, non-payment or delay in payment by the Company does not authorise the Provider to suspend the performance of any of its duties or to retain any goods owned by the Company, nor those that have been handed over to the Provider by the Company.

### **1.10 OFFSET**

The Company may offset the amounts that it owes to the Provider with the amounts that the Provider owes to the Company, even if said amounts did not accrue in relationship with the Agreement.

### 1.11 PROVIDER LIABILITY

Except in cases of force majeure, which must be proved by the Provider, the Provider shall be liable (without limitation) to the Company for any losses and/or damages caused, as well as for any other consequences arising out of defective performance or failure to comply with the obligations set forth in the Agreement, or the failure to observe the legal and contractual provisions set forth for the delivery of goods or the provision of the services. More specifically, and without limitation, the Provider shall be liable (without limitation) for the failure to deliver the agreed-upon goods, or for the delivery goods which do not meet the established requirements, or for the goods' late delivery to the Company, as well as for the incorrect or inadequate provision and execution of services in such a way that the result obtained is not as agreed or not what one would reasonably expect of the services contracted, and for the delay in the provision of said services.

The Provider shall be liable (without limitation) for any material damages caused to the property of the Company and for any material and personal damages caused to any person, including those that the Provider has employed or contacted for the provision of the services included in the Agreement – if said damages are caused by any act or omission, whether negligent or not, undertaken by the Provider or the aforementioned dependants or contractors in relationship with the execution or fulfilment of the obligations arising from the Agreement and, in addition, the Provider shall hold the Company free and harmless of liability, indemnifying it in the event of any claim that may be made against it, or against its dependants, should said claim arise from or be caused by the Agreement's undertaking or execution. In the provision of any services in which property has been handed over or made available to the Provider by the Company or at the Company's expense so that service execution may take place, the Provider shall be liable (without limitation) for any losses or damages to said property.

The Provider shall hold the Company and its dependants free and harmless as regards any liability –whatever its nature, basis and degree of extension may be– which may be claimed against the Company as a result of non-compliance or defective performance by the Provider in terms of any of the obligations assumed under the Agreement.

Notwithstanding the foregoing paragraph, at the Company's written request, the Provider must:

- a) hand over any document (including electronic records) and/or information about the custody, possession and control by the Provider in relationship with the claim process against the Company. This must be done within 10 calendar days following the request made in writing by the Company;
- b) provide Company with all necessary assistance, including the provision of any means of proof that the Company may require for its defence throughout the claim process being executed against the Company; and/or,
- c) assume the Company's defence in any proceedings within the following 15 calendar days.

Notwithstanding the liabilities that may be claimed against the Provider, and in addition to the applicable indemnification in accordance with the provisions of the Agreement, the Provider shall be liable for non-compliance with the service levels set forth in the Agreement. Therefore, the penalties set forth for non-compliance with the service levels agreed upon are compatible and may be requested from the Provider by the Company independently from, and in addition to, any other indemnification owed by the Provider under the Agreement.

### **1.12. COMMERCIAL GUARANTEE**

In addition to the obligation to deliver the good or provide the service as stipulated in the Agreement, the Provider shall guarantee the suitability of the goods and services for a period of 12 months from the date of the good or service's delivery. Defects or malfunctions which arise during said period, provided they do not stem directly from a negligent action attributable to the Company, must be repaired or corrected by the Provider without any cost to the Company.

Said guarantee, with the same terms, shall also apply to repairs, rectifications or replacements made by the Provider in fulfilment of this guarantee obligation.

The Company may carry out repairs or rectifications as necessary if the Provider does not carry them out immediately after having been notified of the existence of a defect or malfunction. Should such a case present itself, the Provider shall reimburse the Company with the full amount of the repair or remedy, plus all expenses incurred by the Company to carry out said repair or rectification, as well as any directly and/or indirectly caused damages brought about because of the defect or malfunction and because of the necessary repair or correction.

### **1.13 INSURANCE**

The Provider must have the following insurance policies contracted through a reputable insurance company that is authorised to do business in Spanish territory:

- a) A civil liability insurance policy to guarantee all liabilities, whether contractual or non-contractual in nature, that the Provider may have to face under the Agreement in relationship with the Company and third parties.
- b) An employer's civil liability insurance policy to sufficiently cover personal and material damages in which the employees and workers may incur, whether these be the Provider's own employees and workers or those of others, provided that the Provider is employing them for the Agreement's fulfilment.
- c) A freight transport insurance policy with as much coverage as possible and in which Interallloys or any entity designated thereby appears as the policy's beneficiary.
- d) With regard to the delivery of goods, an insurance policy covering civil liability for defective products.
- e) Any type of insurance policy that may be considered necessary and required by the Company with the aim of sufficiently covering the risks stemming from the Agreement.

The amounts insured in the aforementioned insurance policies, even if they are accepted by Company, do not imply any type of limitation to the liabilities in which the Provider may incur.

The Provider must supply documentary proof to the Company, at the request of the latter and at any time, of the validity of the aforementioned insurance policies and any other policies that may be required in the Agreement.

The Provider shall ensure that the Company receives, immediately and in writing, notice of any cancellation, termination, suspension, revocation, expiration or material modification of the covered liabilities or of any other substantial changes that may occur to the covered liabilities.

### **1.14 FORCE MAJEURE**

Neither of the parties shall be liable for non-compliance with the Agreement if said non-compliance was due to events or conditions outside of the incurring party's control – provided

said events and conditions could not have been foreseen or, if they were foreseeable, were unavoidable.

Should a situation of force majeure arise, and throughout the time that said situation persists, the parties shall adopt any agreements and measures that are reasonable in order to ensure service continuity. In addition, each party shall make all reasonable efforts to comply with the obligations arising from the Agreement and, under all circumstances, to ensure that the financial consequences stemming from such a situation of force majeure do as little damage as possible for each one of the parties.

The party that is affected by delays or lags or is unable to comply with its contractual obligations shall notify the other immediately of the situation in which it finds itself, estimating the scope of said situation in terms of the party's inability to meet its obligations and indicating the estimated time of delay.

As soon as the cause of the delay or non-compliance has disappeared, the affected party who had the delay or was unable to comply, either fully or partially, shall notify the other party to this end immediately, indicating the repercussions, if any, of the aforementioned situation.

If the non-compliance with obligations by one party, due to situations amounting to force majeure, causes the other party any financial, commercial or organisational damages that are detrimental to the other party's business and that persist for more than 5 days from the notification referred to in this clause, the party who has seen the damages and/or losses shall have the right to terminate the Agreement by giving prior notice of 2 days and provided that, at the date of said notice, the Agreement's termination would, as a consequence, reduce the aforementioned harmful effects.

### **1.15 PERSONNEL**

Each of the parties has, for all legal purposes, the status of employer as regards their employees. Therefore, neither party has an employment relationship or any other type of contractual relationship with the other party.

The Provider must be, at all times, up to date in terms of compliance with all obligations that, as an employer, the Provider has or may have under the labour, social security, health, safety and occupational risk prevention laws in force. This is true in terms of the Provider's own staff or, if applicable, subcontracted staff members, suppliers, dependants and agents. Likewise, the Provider shall be the sole and exclusive party liable for all accidents and damages that said individuals may have, holding the Company and its dependants free and harmless and providing indemnification in relationship therewith. If applicable, the Provider must comply with any instructions related with safety and hygiene at work, as well as occupational risk prevention and emergencies, provided by the Company in order to undertake work at the Company's centres.

The Provider shall indemnify and hold the Company and its dependants free and harmless in terms of any possible claims brought on by the Provider's employees or the employees belonging to the Provider's subcontractors who are related with the execution of the Agreement.

During the term of the Agreement and until its termination, no liability covered under the provisions of article 42 of the Workers' Statute in force may be attributed to the Company for any reason. Any contingencies stemming from service provision and caused by the application

of the aforementioned legal body shall be the full and exclusive responsibility of the Provider, who shall indemnify and hold the Company free and harmless.

In addition, once the Agreement has been terminated for any reason, the Provider shall be in charge of any indemnification amounts or contingencies corresponding to its staff, employed for the provision of the services committed to under the Agreement. Thus, the Provider shall indemnify and hold the Company free and harmless with respect to any claims that may arise in application of the provisions of article 44 of the Workers' Statute.

#### **1.16. ENVIRONMENTAL PROTECTION**

In the fulfilment of the obligations assumed under the Agreement, the Provider agrees to comply with the environmental legislation and the environmental standards that may be established and/or in force, at any time, by the Company.

#### **1.17. TRANSFER**

The Provider may not assign or transfer the Agreement, nor the rights which stem therefrom for the Provider. Likewise, the Provider may not subrogate its rights and obligations to any third party without the Company's prior, written approval.

#### **1.18 SUBCONTRACTING**

The Provider shall not use or subcontract third parties for the full or partial execution of the services set forth in the Agreement without the Company's prior, express authorisation. In any event, said authorisation shall be subject to the following conditions:

- a) Under all circumstances, the Provider shall remain liable to the Company for the due and correct execution of the subcontracted activities and services.
- b) Subcontracting may only take place with entities of accredited and recognised solvency and professionalism, which have all the necessary authorisations to carry out the activities or services.
- c) The subcontractor must comply with, and shall be subject to, the same conditions, obligations, liabilities, warranties, waivers and limitations as those asked of the Provider under the Agreement, with the Provider guaranteeing said compliance and, therefore, the Provider being responsible for indemnifying and holding the Company free and harmless with regard to any liability that could be attributed thereto as a result of a subcontractor's non-compliance.
- d) The Provider shall be responsible for the subcontractor's compliance with any law applicable to the subcontractor's business activity; especially, laws related with tax matters, labour law, occupational risk law and Social Security law, as well as –if applicable– laws on transportation and highway safety. The Provider shall be obliged to prove, at any time and upon request by the Company, the subcontractor's compliance with the applicable obligations pursuant to the aforementioned law under the same terms as those established for the Provider under the Agreement.
- e) The Provider shall provide prompt documentary proof to the Company of the payments made to subcontractors which correspond to the subcontracted services.
- f) The Provider shall prohibit the subcontractor from subcontracting the services that have been entrusted thereto by the Provider to another subcontractor. The Provider shall be held responsible to the Company for any liabilities and/or damages that may result for the Company out of non-compliance with this obligation being imposed on the subcontractor.
- g) As an essential stipulation for subcontracting, the Provider shall require that the subcontractor waives its right to lodge any direct-action claims against the Company in



accordance with law, being the Provider solely responsible for the payment of any amounts in relationship with the subcontractor and for services provided or work undertaken. In any event, the Provider agrees to indemnify the Company with regard to any claim or direct action that any subcontractor may lodge against the Company.

h) The Provider shall assume any consequences that, in relationship with its subcontractors, may arise as a result of the termination of the Agreement. This includes but is not limited to the liabilities that the Provider would have to assume in relationship with its subcontractors for the early termination of agreements entered into therewith.

### **1.19. CONFIDENTIALITY**

Each party shall provide the other with all information deemed necessary and essential for the Agreement's execution.

Each of the parties agrees to uphold confidentiality and not to directly or indirectly disclose any information relating to the activities of the other party to any third party. This includes but is not limited to, for example, information relating to operations, procedures, methods, accounting, technical data and/or current or potential customers, or any other information that the other party has designated as confidential. To this end,

The confidentiality obligations must be observed even after the termination of the Agreement for a period of two years.

### **1.20. COMPLETION**

#### **1.20.1. Term**

Service agreements shall remain in force for as long as the execution of the works regulated therein lasts. If a specific term or date of completion has been established and said work exceeds that date, the Agreement shall be tacitly extended for monthly successive periods unless written notice stating otherwise is provided by either party at least 10 days in advance of the completion date or the date of any of the extensions.

#### **1.20.2. Termination**

The Agreement may be terminated at any time by any of the parties in the event of non-compliance with any of the obligations assumed by the other party, or in the event of non-compliance with any law applicable to the Agreement. In such a case, the party failing to comply must indemnify the other party for the losses and/or damages caused by said non-compliance. Termination shall be effective immediately from the time that notification is given to the party failing to comply.

The following reasons shall also be cause for the Agreement's termination, said termination leaving the Agreement without any legal effect from the date on which the Company notifies its decision to that end to the Provider or, if applicable, to the Provider's assignees:

- a) The inter vivos or causa mortis sale or transfer of the Provider's company (including the sale of a major portion of its capital), or the Provider's transformation into another legal entity – by means established by law and without the Company's written approval.
- b) Having reached the maximum number of applicable penalties according to the Agreement's provisions.
- c) Enforceable liens and seizures of property or loans enacted by judicial or administrative bodies, or the dissolution of the Provider's company.

d) In the event of a mishap or accident causing damages to persons, property or the environment.

e) The existence of serious inaccuracies in the information facilitated by the Provider, especially in regards to quality, safety and hygiene, environmental management systems, conditions and compliance with occupational law.

In cases in which the termination of the Agreement is in order, the Company, at its own request, may adopt all or some of the following measures:

a) Suspend outstanding payments.

b) Make a claim against, or execute the guarantees established by, the Provider.

c) Retain the Provider's property and elements belonging thereto that happen to be in the Company's possession.

### **1.20.3. Withdrawal**

Either party may withdrawal from the Agreement without alleging just cause and without indemnifying the other party; the only obligation the withdrawing party has is to notify the other party 3 months in advance of its intention to withdrawal from the Contract.

### **1.21. PROTECTION OF PERSONAL DATA**

In the event that the Agreement's execution involves the provision of services by the Provider, and said services make it necessary for the Provider to have access to personal data contained in the files of the Company and/or under the Company's responsibility, all access to said personal data, and the subsequent processing thereof, shall be governed by the provisions of article 12 of Organic Law 15/1999, dated December 13, on Personal Data Protection (hereinafter, the "LOPD") and its regulatory framework, specifically Royal Decree 1720/2007, dated December 21, which approves the Developmental Regulatory Framework for the LOPD (hereinafter, the "RLOPD"). Said access to personal data shall not be considered to be data disclosure or transfer, but instead it shall be considered as simple access to the personal data on behalf of the Company in order to provide the services.

In such cases, the Provider, in compliance with the stipulations of article 12 of the LOPD, shall agree to:

a) Use the personal data to which it has access solely and exclusively for service provision and in accordance with the written instructions given by the Company.

b) Not apply or use the personal data to which it has access for purposes other than service provision.

c) Not disclose said data to third parties, not even for safekeeping, except with prior, written authorisation from the Company.

d) Adopt the necessary security measures of a technical and organisational nature in order to guarantee the security of the personal data and to avoid its alteration, loss, unauthorised processing and unauthorised access. More specifically, the Provider shall observe the measures that are of application in accordance with the provisions of the RLOPD and the Provider is obliged to observe and implement the corresponding security measures on the files, systems and processing procedures as applicable in accordance with the provisions of articles 81 and 82 of the RLOPD and in accordance with the instructions to this end provided by the Company.

- e) Maintain professional secrecy regarding the data to which it has access as a consequence of service provision.
- f) Restrict data access to only those employees that need to know said data in order to undertake their tasks within the context of service provision.
- g) Comply with and ensure that its employees comply with the duties of confidentiality and secrecy under the terms set forth in this Clause.
- h) Upon the Company's simple request, the Provider shall allow data owners to access, rectify, cancel or block any personal data under the Company's responsibility to which it has had access, doing so within the legally applicable timeframes.
- i) Employ utmost diligence in the fulfilment of the requirements set forth in the LOPD, RLOPD and this clause in terms of personal data processing undertaken as a result of service provision.
- j) Collaborate with the Company so that it can ensure that the Provider meets all guarantees for compliance with the provisions of law on personal data protection and, thus, ensure compliance with the contractual obligations herein and/or those obligations that are enforceable by law.

Once service provision has finalised, the Provider must immediately, and as indicated by the Company, destroy or return the data to which the Provider has had access to the Company or to whomever the Company expressly designates. This destruction or return includes all electronic media and/or documents which contain a copy of said data.

The Provider hereby states and guarantees that it is familiar with and willing to comply, and that it will comply, with the obligations imposed by data protection regulations, especially with article 12 of the LOPD, in terms of the access and use of personal data by a data processor. Said party shall be the only liable party in the event of non-compliance.

The Company reserves the right to undertake, at any time, any verifications and audits that it deems appropriate to check the Provider's compliance with the statements made and obligations assumed under this Clause.

In relationship with the Agreement's execution, the Provider may disclose certain information of a personal nature to the Company. Said personal information may concern, in particular, the various designated contact persons to manage relations with the Company.

In this regard, the Provider, in compliance with the provisions of Organic Law 15/1999, dated December 13, on Personal Data Protection (hereinafter, the "**LOPD**") and with Royal Decree 1720/2007, dated December 21, which approves the Developmental Regulatory Framework of the LOPD (hereinafter, the "**RLOPD**") guarantees that it will inform and, if applicable, secure the consent of the parties concerned under the conditions set forth in articles 6, 11 and 27 of the LOPD. This shall be done for the subsequent disclosure of the aforementioned personal data to the Company so that it can be processed with the aim of managing, maintaining, developing, monitoring and improving contractual relationship between the Provider and the Company.

The parties concerned whose data are provided by the Provider in accordance with the aforementioned stipulations may exercise their rights to access, rectify, cancel and oppose at any time under the conditions established by the applicable regulations. This may be done by addressing the Company.

Both in the event of non-compliance by the Provider and/or its employees with any of the data protection obligations stated herein and in the event of a lack of veracity or accuracy in terms of the representations and statements made herein and/or in the event of a failure to observe the obligations arising from applicable legislation on data protection, the Provider shall be considered to be the data controller and, specifically, shall assume all liabilities that could be attributed to the Company. Thus, the Company shall be held free and harmless and indemnified in relationship with any type of administrative penalties imposed by the relevant authorities, as well as in terms of the losses and/or damages incurred due to proceedings inside or outside of court brought on against the Company. This includes, at all times, expenses for Attorney's fees, Court Representative fees and the fees of any other professionals.

This obligation shall be of application even in the event of claims based on the Company's failure to ensure that the Provider meets the proper guarantees for compliance with the provisions set forth in data protection regulations.

Accordingly, the Provider agrees to pay any amount for penalties, compensation, damages and interest that could be brought against the Company in the event that any of the circumstances set forth in the preceding paragraph of this Clause were to occur. The aforementioned amounts shall be owed to the Company by the Provider from the time when the Company pays said amounts to any third parties, including Public Bodies/Governmental Administrations.

#### **1.22. ANTI-BRIBERY, ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING**

Neither the Provider nor any of its subsidiaries, advisers or officers –or, to the extent that the Provider has knowledge in relationship therewith, none of its affiliates, agents or employees– are involved in any activity or conduct that may be considered a violation of any law or regulation aimed at curbing bribery, corruption or money laundering. This is true in any applicable jurisdiction. The Provider has implemented and maintained policies and processes aimed at preventing the violation of such laws, regulations and rules.

The Provider shall be obliged to provide to the Company any documentation and information that is reasonably required by the Company to enable it to satisfactorily carry out and confirm compliance with the requirements on the Provider's knowledge and reputation, as well as other similar verifications that may be required by law and by the Company's internal policies in relationship with money laundering prevention.

#### **1.23. NOTICES**

In order for it to be valid and for it to have the foreseen effect, any notification made under the Agreement, unless otherwise stipulated, shall be made by registered letter, telegram, registered fax or sent through a notary office to the address established in the Agreement and to the persons listed therein.

Nevertheless, all notifications of an operational or commercial nature, or those affecting the normal development, execution, and progression of the Agreement may be made via fax, electronic means, email or by any other means and in any other form as the parties agree.

#### **1.24. MODIFICATIONS**

If these general terms and conditions are modified during the Agreement's term of validity, the general terms and conditions, in their modified state, shall be applicable to the acquisition of goods or services contracted after the entry into force of said modified general terms and conditions – except if the Provider states to the Company its refusal of the application of the general terms and conditions as modified, in which case the Company may unilaterally

withdrawal from the Agreement with the only obligation of giving advance notice to the Provider of at least 30 days.

### **1.25. AGREEMENT VALIDITY**

In the event that any one or some of the Agreement's clauses is declared or becomes invalid, illegal or unenforceable under any law, said invalid clause shall be considered not established, with all other clauses maintaining validity in order to uphold the Agreement's general validity. The parties agree to replace the affected clause or clauses with others which have economic effects that are as similar as possible to those of the replaced clause or clauses.

### **1.26. STATUTE OF LIMITATIONS**

Unless an express legal provision stating otherwise is of mandatory application, the period for claims under the Agreement shall expire, for the parties, after 1 year from the time of non-compliance.

### **1.27. APPLICABLE LAW**

The acting parties hereby accept that this Agreement, and any disputes arising therefrom or in relationship therewith, including any matters regarding its existence, validity, execution or termination, shall be definitively resolved under Spanish law by the Commercial Courts of the city of San Sebastián or in the Arbitration Office before the Arbitration Court of the Official Chamber of Commerce and Industry of San Sebastián in accordance with the Rules of Arbitration in force at the time the request for arbitration is filed. The arbitration panel designated for said purposes shall be made up, at the choice of Interallloys S.L.U., of either three or a single arbitrator and the arbitration language shall be Spanish. The location of the arbitration shall be the city of Madrid, as said choice of jurisdiction is exclusively to be made by Interallloys S.L.U.

## **SECTION 2**

### **PROVISIONS APPLICABLE TO TRANSPORT SERVICES**

#### **2.1. DEFINITIONS**

For the purposes of this section, the following terms are hereby defined:

- Company: the company INTERALLOYS, which is requesting that the Provider supply it with transport services.
- Provider: the individual or legal person who assumes, on behalf of the Company, service provision for the transport of goods belonging to, or on behalf of, the Company.
- LCTTM: Law 15/2009, dated November 11, on Contracts for the Land Transport of Goods – in its current amended form at any given time.
- CMR Convention: Geneva Convention of May 19, 1956 on Contracts for the International Land Transport of Goods, amended by the Protocol dated July 5, 1978, and by the Additional Geneva Protocol dated February 20, 2008 – in its modified, amended or replaced form at any given time provided Spain is a signatory of said modifications, amendments and/or replacements.
- COTIF-CIM: Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM), annexed as Appendix B to the Vilnius Protocol of June 3, 1999, which amends

the Convention concerning International Carriage by Rail (COTIF) dated May 9, 1980 – in its modified, amended or replaced form at any given time provided Spain is a signatory of said modifications, amendments and/or replacements.

- CUV Uniform Rules: Uniform Rules Concerning Contracts of Use of Vehicles in International Rail Traffic (CUV), annexed as Appendix D to the Vilnius Protocol of June 3, 1999, which amends the Convention concerning International Carriage by Rail (COTIF) dated May 9, 1980 – in its modified, amended or replaced form at any given time provided Spain is a signatory of said modifications, amendments and/or replacements.
- LNM: Law 14/2014, of July 24, on Maritime Navigation.
- HV Rules: International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, signed in Brussels on August 25, 1924, with all amending protocols of which Spain is a signatory State.

## **2.2. SCOPE**

This section shall apply to agreements entered into by the Company with the Provider that imply the Provider's provision of goods transport services, whether said services are national or international in scope, by road, by rail or by sea.

## **2.3. REGULATIONS APPLICABLE TO TRANSPORT SERVICES**

Unless stated otherwise in the Agreement:

a) Transport agreements for carrying goods by road and which are national in scope shall be subject to the provisions of the LCTTM – a legal body whose provisions shall be understood as included in the Agreement to the extent that they are not contrary or opposing to that set forth therein. Contracts for the land transport of goods at an international level shall be governed, mainly, by the CMR Convention and, in matters not foreseen therein, by the LCTTM. All provisions in the aforementioned legal bodies which are not in conflict with or contrary to the provisions of the Agreement shall be understood to be included therein. Notwithstanding the foregoing, any provisions of mandatory nature contained in the aforementioned legal bodies shall take prevalence in terms of their application over the provisions set forth in the Agreement.

b) Transport agreements for carrying goods by rail and which are national in scope shall be subject to the provisions of the LCTTM – a legal body whose provisions shall be understood as included in the Agreement to the extent that they are not contrary or opposing to that set forth therein. Contracts for the rail transport of goods at an international level shall be governed, mainly, by COTIF-CIM and, in matters not foreseen therein, by the LCTTM. All provisions in the aforementioned legal bodies which are not in conflict with or contrary to the provisions of the Agreement shall be understood to be included therein. Notwithstanding the foregoing, any provisions of mandatory nature contained in the aforementioned legal bodies shall take prevalence in terms of their application over the provisions set forth in the Agreement.

c) Transport agreements for carrying goods by sea and which are national or international in scope shall be subject to the provisions of the LNM – a legal body whose provisions shall be understood as included in the Agreement to the extent that they are not contrary or opposing to that set forth therein.

## **2.4. TRANSPORT EXECUTION**

### **2.4.1. Obligation to transport**

Under the conditions set forth in the Agreement, the Provider is obliged to provide the required transport services at each time by the Company.

Unless stated otherwise in the Agreement, goods transport services shall be provided “from door to door”. The Provider shall be responsible for loading, stowing, unstowing and unloading operations.

### **2.4.2. Shipment documentation**

All transport undertaken under the Agreement must be documented on a waybill or similar document, which shall be issued by the Provider, handing in an original copy of said waybill to the Company.

### **2.4.3. Means of transport**

When transporting goods, the Provider shall only use means that are suitable and appropriate in view of the nature and characteristics of the Company's goods to be transported. Such means must be in perfect technical state, comply with all legal requirements for use and circulation and have all obligatory insurance policies paid and up to date.

Included in the transport price, the Provider must supply the Company with all load units (containers, etc.) that are necessary for transport.

### **2.4.4. Delivery timeframe**

The timeframes agreed upon for transport, as well as the departure and arrival dates set by the Provider, imply a commitment to deliver within the set period, and are essential for the Company.

### **2.4.5. Hindrances to transport or delivery**

It shall be the Provider's essential duty to notify the Company of any incident or accident occurring during the transport of goods and, in addition, to obtain instructions from the Company when faced with any circumstance that may prevent continued transport or delivery at the destination in terms of the goods being transported.

### **2.4.6. Customs clearance during international transport services**

The Provider shall be responsible for customs clearance services for the goods during international transport services and shall be liable to the Company for any damages and/or losses caused by the failure or faulty performance of said services.

## **2.5. COMPANY OBLIGATIONS**

The Company agrees to hand the goods contracted for transport over to the Provider at the agreed-upon place and in the agreed-upon timeframe.

Notwithstanding the foregoing, the Provider may not request any indemnification or penalty from the Company for any delays incurred in relationship with loading and unloading, except if the Provider can prove that said delays are attributable to the Company's negligence and, in such a case, 24 hours have been surpassed in loading, and another 24 hours have been surpassed in unloading.

It shall be the duty of the Provider to verify the weight, mass and dimensions of the goods on board the means of transport in order to ensure compliance with the technical and legal requirements that are of application for transport.

## **2.6. PROVIDER LIABILITY**

### **2.6.1. Cases of liability**

For the provision of transport services, and expressly waiving any limits to liability, the Provider shall be liable without limitation to the Company for all damages and/or losses incurred as a result of the breakage or loss of the goods or any delays in their delivery. This shall be true from the time of receipt of the goods by the Provider and until their delivery at the destination, with the Provider being liable as well for any other defective performance or contractual non-compliance attributable thereto.

The Provider's liability for damages caused shall be, at least, equal to that which the Company assumes in relationship with its end customer for the damages attributable to the Provider; therefore, the Provider shall not be able to limit its liability in that regard.

The Provider shall be liable to the Company for any actions undertaken by third parties involved in the execution of the transport services provided for under the Agreement. This includes any actions attributable to rail infrastructure managers or administrators, whether they were contracted by the Provider itself or employed or contracted by those to whom the Provider entrusted the undertaking of all or some of the obligations assumed.

The Provider shall indemnify and hold the Company and its dependants free and harmless in terms of any liability that may be imposed upon the Company and that was caused by any type of violation or non-compliance by the Provider with the provisions in force in relationship with road, rail and maritime transport, traffic, safety and circulation. Thus, the Provider shall be obliged, if applicable, to repay to the Company any amount for sanctions, fines or other sums paid thereby as a result of the aforementioned violation or non-compliance, as well as any expenses, losses and/or damages incurred or caused by the Company in connection with said violation or non-compliance.

### **2.7.2. Presumption of loss**

It shall be presumed that the goods have been lost if a period of 10 days is surpassed from the date on which, according to the Agreement, said goods should have been delivered to their destination and they have not been effectively delivered. In this case, the Company may make a claim against the Provider for lost goods.

### **2.7.3. Waiver of the right to retain, store or sell**

Under no circumstances may the Provider retain goods, refuse delivery to the Company or to the person designated thereby, or call for the storage or sale of the goods.

### **2.7.4. Ownership of the goods**

The Provider shall not acquire ownership of the Company's goods, even in cases in which a full loss has been indemnified.



## **2.8. CONSEQUENCES OF TERMINATION**

Upon the Agreement's termination, whatever its cause may be, the Provider must comply with all services that, as of the date of termination, were in the course of being executed.

### **WAIVER OF ARBITRATION BY THE TRANSPORT CLAIM ARBITRATION BOARD**

The parties expressly waive their rights to arbitration by the Transport Claim Arbitration Board in order to settle any transport-related dispute that may arise in accordance with the Agreement.