

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS BY INTERALLOYS S.L.U.

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 Client and expressly accepted by the Seller, and/or the estimate submitted by the Seller and expressly or tacitly accepted by the Client 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.
- Seller: the company INTERALLOYS S.L.U.
- Client: the individual or legal person with whom the Seller undertakes the sale of goods.
- "Goods" means the product that the Seller sells to the Client under the Agreement.

2. SCOPE

These general terms and conditions shall apply to agreements entered into for the purchase of goods from the Seller. The full text of these terms and conditions is available online at (www.interalloys.es).

The Seller shall make these terms and conditions available to the Client 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.

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 Seller, 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 Client includes in their notices and other documents shall not be applicable to the Agreement should they contradict or oppose it.

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.

5. PRICE AND PAYMENT FOR SERVICES

5.1. Price

The Client agrees to pay the price established in the Agreement, as well as other related expenses, as compensation for the services provided by the Seller.

The prices indicated in quotes, estimates and/or other documents issued by the Seller prior to order acceptance are not binding for the Seller. The final price shall be the price applicable on the date of order acceptance, and it shall be valid solely for the whole of the accepted order and in accordance with the accepted conditions.

5.2. Payment

The invoices issued by the Seller shall be paid by the Client via bank transfer to the account indicated on the Seller's invoice within a maximum timeframe of 30 days from the date of the invoice's receipt.

5.3. Delays in payment

Payment outside of the agreed-upon timeframe shall bring about, without need of prior notice, 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.

In any event, for any period in which an invoice remains unpaid, the Seller may suspend the provision of any service agreed upon with the Client or deny the provision of any other new service that may be required by the Client.

Likewise, and until payment in full of the amount due, the Seller may retain the goods delivered belonging to the Client.

6. DELIVERY

Delivery of Goods shall be undertaken at the place indicated in the Agreement, or any other place subsequently agreed upon by the parties. If a place of delivery has not been specified, delivery shall be at the Seller's premises, immediately prior to loading for transport to the Client (EX WORKS -- Incoterms 2010). The chosen commercial terms shall be interpreted in accordance with the INCOTERMS edition specified in the Agreement.

The dates and timeframes for shipping or delivery of Goods are approximate and shall not be binding for the Seller. If, despite having made reasonable efforts to comply with a shipping or delivery date or timeframe as referred to in the Agreement, said dates or timeframes are not complied with, this failure to comply shall not be considered a case of the Seller's contractual non-compliance which would entitle the Client to terminate the agreement or to claim indemnification for losses and/or damages, and the Seller shall be entitled to a reasonable extension of the shipping or delivery date or timeframe.

If the failure to deliver is because of reasons attributable to the Client, the Client shall make the agreed-upon payments as if the delivery had been properly undertaken. Regardless of other rights that may be awarded to the Seller in the Agreement, the Seller may proceed with the storage of the Goods at Client's risk and expense and, upon request by the Client, the Seller may proceed to insure said Goods – provided, in both cases, that the Client pays any anticipated expenses for storage and insurance in advance.

7. RISK TRANSFER

Transfer of Goods' risk of impairment or loss to the Client shall take place in accordance with the INCOTERMS set forth in the Agreement and, failing this, in accordance with the EX WORKS INCOTERMS (INCOTERMS 2010).

8. RETENTION OF OWNERSHIP RIGHTS

Notwithstanding the Goods' delivery and transfer of risk to the Client, said Goods shall remain the property of the Seller until full payment of their price and of any other amounts owed by the Client to the Seller for any other reason, provided said amounts are due, liquid and payable but have not yet been paid.

The Client shall store the Goods in the proper way and under the necessary conditions to protect and conserve them. This shall be done at no charge to the Seller. The Client likewise shall not alter or remove the identifying marks on the Goods or their packaging, making sure that said Goods are clearly identified as the Seller's property. If, despite the above prohibition, the Goods are processed or combined in any way with other products, the Seller shall maintain ownership with regard to the resulting product for an amount that is equal to the Goods' value.

At the request of the Seller, the Client shall adopt the necessary measures to protect the Seller's rights with regard to the Goods.

The rights granted to Seller herein are to be considered as additional rights and in no way are meant to exclude or limit any other right or action that may be available thereto.

9. QUANTITY AND QUALITY. COMMERCIAL GUARANTEE

9.1. Quantity and quality

The Seller shall deliver all goods in accordance with the quantity and quality guidelines set forth in the Agreement, as well as with the packing stipulated therein. Should express stipulations not be provided to this end, the Seller shall use the parameters that are habitually used for that type of merchandise by the Seller at the time of the sale. Notwithstanding the foregoing, the Goods shall be subject to the Seller's internal rules of tolerance and classification.

The weight indicated by the Seller shall be considered valid and final, provided that an approved scale is used in accordance with the rules and regulations of the country where the Goods were produced or dispatched. The Client may request, in writing, a weight receipt. Unless otherwise agreed, the quantity supply tolerances for each type and total quantity shall be +/- 10% of the ordered quantity.

9.2. Guarantee

The Seller guarantees that the Goods:

- a) Are suitable for sale.
- b) Are free of charges and other encumbrances.

The Commercial Guarantee is limited to that indicated herein, with any other type of guarantee being excluded from the Agreement. More specifically, there is no guarantee that the Goods:

- a) Are suitable for the specific uses stated or not by the Client.
- b) Are in accordance with the samples provided by the Seller, as the sale is not meant to be based on reference samples.
- c) Do not have defects stemming from materials, specifications or information provided by the Client.
- d) Are suitable for use if they have not been handled or stored properly, or if they are processed using the improper machinery or under unsuitable conditions.
- e) Are suitable if used in the nuclear industry.

9.3. Inspection of Goods

The Client shall inspect the Goods immediately after their arrival at the agreed-upon destination in order to determine:

- a) If they have been damaged in transit.
- b) If they are of the quality, quantity and weight stipulated in the order acceptance document or on the delivery note.

Damages sustained by the Goods in transit must be documented on the shipper's delivery note.

If any defects are found, the Goods shall not be processed and the Client, in compliance with the Client's duty to mitigate any damages that may arise, shall store them, making them available to the Seller for examination. If this is not done, the Client shall lose its right to make a claim for said defect.

9.4. Notification of defects

Defects must be made known to the Seller in writing immediately after being discovered, or when they reasonably should have been discovered, and always before (3) months have transpired from the delivery date. Said notice shall include detailed reasoning, with a description of the defect being claimed. Notification of defects does not entitle the Client to suspend or delay compliance with the Client's obligations.

Once the claim referred to in the preceding section is received, and provided it is accepted by the Seller, the Seller may choose from:

- a) Repairing the defect.
- b) Providing a replacement product.
- c) Reducing the price in a way that is proportional to the Goods' defect.
- d) Cancelling the sale of the defective Goods and undertaking the applicable returns.

The Seller shall assume the transport costs associated with the replacement or substitution of the Goods, but no other costs such as, for example, disassembly, installation and/or processing shall be assumed.

Notwithstanding the foregoing, the Seller shall have the right to investigate the claim and to request that the Client provide any evidence that the Seller considers necessary. If, as a result of the aforementioned investigation, it is proved that the reported defect does not exist, or that it is not the responsibility of the Seller, the Seller shall have the right for the Client to reimburse any expenses incurred in relationship with the claim.

10. OFFSET

The Seller may offset the amounts that it owes to the Client (or to the companies included in the Client's business group) with the amounts that the Client (or the companies included in the Client's business group) owes to the Seller, even if said amounts did not accrue in relationship with the Agreement.

11. INFORMATION ON SERVICES

The Client is required to provide the Seller, sufficiently in advance and in writing, with any necessary, specific instructions to allow the Seller to supply the services. The Seller has no obligation to verify the veracity and accuracy of the documents provided by the Client.

12. LIMITATION OF LIABILITY

The Seller shall not be liable for any losses and/or damages that the Client may incur as a result of the Seller's acts or omissions, or as a result of the acts or omissions of the Seller's employees and representatives, in relationship with the Agreement or the Goods, in excess of the amount of the purchase price corresponding to defective Goods – excluding taxes, customs duties, insurance premiums and any other costs different from the Goods in and of themselves.

The Seller shall not be liable for consequential damages of any kind (including production downtime), nor shall the Seller be liable for loss of profits that the Client or other third parties may incur as a result of the Seller's acts or omissions, or as a result of the acts or omissions of the Seller's employees and representatives, in relationship with the Agreement or the Goods.

Any technical advice provided by the Seller verbally, in writing, or through testing, whether before and/or during the use of the Goods, shall be considered to have been given in good faith but without warranty. The Seller's advice does not relieve the Client of its obligation to test the Goods supplied by the Seller to determine their suitability for their intended processes and uses.

13. FORCE MAJEURE

None of the parties shall be liable for non-compliance with the Agreement if said non-compliance was due to events or conditions that could not have been foreseen or, if they were foreseeable, were unavoidable.

In addition to the cases of force majeure set forth by law, the following circumstances shall additionally be considered cases of force majeure: strikes of a national, regional, local or sectoral nature, as well as illegal strikes and lockouts, adverse weather conditions (including hail), epidemics, blockades affecting the logistics chain for any reason, earthquakes, fires, storms, floods, water damage, governmental or legal limitations, infrastructure works, and any other event that is not within the reasonable control of the parties and which interrupts normal service provision.

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, from the time that said situation becomes evident to the incurring party, 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 10 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 4 days and provided that, at the date of said notice, the Agreement's termination would, as a consequence, reduce the aforementioned harmful effects.

14. STAFF

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.

15. TERMINATION

The Agreement may be terminated at any time by any of the parties in the event of serious non-compliance with any of the essential obligations assumed by the other party. 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. In any event, the Seller may terminate the Agreement if the Client fails to pay two invoices on time without just reason, whether or not said invoices are consecutive.

Termination of the Agreement, whatever its cause may be, shall result in all invoices issued by the Seller becoming due as of the date of termination.

16. PROTECTION OF PERSONAL DATA

In relationship with the Agreement's execution, the Client may disclose certain information of a personal nature to the Seller. Said personal information may concern, in particular, the various designated contact persons to manage relations with the Seller or those to whom services are aimed.

In this regard, the Client, 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 Seller so that it can be processed with the aim of managing, maintaining, developing, monitoring and improving contractual relationship between the Client and the Seller.

The parties concerned whose data are provided by the Client in accordance with the aforementioned 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 Seller, Legal Department, Calle Musgo, Number 1, 28023, Madrid.

The Client agrees to indemnify the Seller with regard to any claim that may be lodged against the Seller and which is based on the Client's non-compliance with the obligations assumed under this clause, or with any other obligations set forth in the law on personal data protection.

17. ANTI-BRIBERY, ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING

Neither the Client nor any of its subsidiaries, advisers or officers –or, to the extent that the Client 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 Client has implemented and maintained policies and processes aimed at preventing the violation of such laws, regulations and rules.

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

18. ENVIRONMENTAL PROTECTION

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

19. TRANSFER

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

20. SUBCONTRACTING

The Seller may use or subcontract third parties for the full or partial execution of the services set forth in the Agreement, with the Seller remaining liable for proper service execution under the Agreement.

21. 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.

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

Notwithstanding the foregoing, and unless otherwise stated in the Agreement, the Client shall allow the Seller to use the Client's name and brand for the sole purpose of making the services provided by the Seller to the Client more visible.

22. 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.

23. 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 services undertaken after the entry into force of said modified general terms and conditions – except if the Client states to the Seller its refusal of the application of the general terms and conditions as modified, in which case the Seller may unilaterally withdrawal from the Agreement with the only obligation of giving advance notice to the Client of at least 30 days.

24. 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.

25. 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 Madrid 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