

## GENERAL TERMS AND CONDITIONS OF SALE OF GOODS OF CMC POLAND SP. Z O.O.

### I. GENERAL PROVISIONS

1. The General Terms and Conditions of Sale of Goods (hereinafter: **GTCS**) shall be applied to sale Contracts of goods by CMC Poland Sp. z o.o. (hereinafter: **CMC**) unless otherwise provided for in a particular Contract.
2. In case of any potential conflicts or discrepancies between GTCS provisions and conditions of purchase applied by the Buyer, the provisions included in this GTCS shall prevail. In case of any potential conflicts or discrepancies between GTCS provisions and the provisions of the Contract, the provisions of the Contract shall prevail subject to point III 2 below.
3. The terms used in this GTCS shall have the following meaning:

„**Goods**” – steel products sold by CMC;

„**Buyer**” – legal or natural person who purchases Goods from CMC

„**Place of Delivery**”- place of loading Goods for shipment on the premises of CMC mill.

„**Place of Receipt**” – seat of the Buyer or any other place indicated in the Contract, where the Buyer undertakes to collect the Goods pursuant to applied INCOTERMS rule.

„**Trade Credit**”- the upper limit of matured and unmatured obligations of the Buyer towards CMC, whether in contract, tort, guarantee or any other legal theory, including the delivery of Goods, specified by CMC if the payment date set forth in the Contract does not overlap with the Goods delivery date.

“**Contract**” – any contract / order concluded between CMC and the Buyer, including contracts/orders concluded in accordance with the procedure set forth in Art.II hereunder, to which these GTCS apply.

“**Buyer's e-mail address**” - e-mail address, to which CMC submits statements on an offer acceptance and other statements related to the Contract and amendments thereto. The Buyer undertakes to provide an e-mail address of the Buyer prior to the conclusion of the Contract and to promptly notify CMC of the change of the email address. In case this information has not been provided, all correspondence sent to the previous email address shall be deemed efficiently delivered.

“[CMCP\\_Sales\\_Order\\_Confirmation@cmc.com](mailto:CMCP_Sales_Order_Confirmation@cmc.com)”- the e-mail address from which CMC sends statements related to Contract conclusion and amendments thereto. The above address is not used for to receive electronic mail by CMC. The statement sent from this e-mail address constitutes a statement made by CMC Poland Sp. z o.o.

### II. CONDITIONS OF CONCLUDING AND AMENDING THE CONTRACT

1. It should be noted that conclusion and change of the Contract require a documented form. In order to conclude a Contract the Buyer sends an offer of Goods purchase to the e-mail address of the CMC employee which specifies at least amount, price and date of Goods delivery.
2. Sending of the statement on accepting the offer in the form of the order confirmation from the e-mail address [CMCP\\_Sales\\_Order\\_Confirmation@cmc.com](mailto:CMCP_Sales_Order_Confirmation@cmc.com) to the e-mail address of the Buyer shall be an exclusive confirmation of accepting the offer by CMC. The application of article 68<sup>2</sup> CC shall be excluded.
3. The moment of concluding the Contract of sale shall be the moment the Buyer could acknowledge the statement mentioned in point 2 above unless the Buyer immediately opposes its content in the document submitted to the e-mail

address of the CMC employee that the Buyer cooperates with.

4. Any amendments to the Contract require the form of a document. The confirmation of acceptance of changes to the order by CMC is re-sending of the order confirmation with the same number from the e-mail address [CMCP\\_Sales\\_Order\\_Confirmation@cmc.com](mailto:CMCP_Sales_Order_Confirmation@cmc.com) to the e-mail address of the Buyer. The other order confirmation with the same number supersedes any prior order confirmations and constitutes full and final content of the Contract between the Parties.
5. The Buyer represents that any person carrying out electronic mail correspondence from email boxes of the Buyer is authorized to make declarations of will on its behalf and to its benefit, including amendments to the Content of the concluded contract in the agreed form.
6. The attachments specified in the Contract constitute its integral part.
7. Specification of Goods provided in the statement of acceptance of the offer / order sent by CMC shall constitute the agreed scope of the Contract. If it is necessary to change the specification of the Goods, prior agreement of such a condition with the CMC Employee cooperating with the Buyer is required. Failure of CMC to confirm a change in the Goods specification by CMC obligates the Buyer to collect the Goods in accordance with the scope of the original Contract.

### III. CONDITIONS OF DELIVERY

1. If the name and surname of the third party or its address was specified in the Contract, it means that the Buyer authorizes this person to collect the Goods on its behalf and at its sole risk.
2. The Conditions of delivery of Goods are defined each time by the particular terms and conditions of the Contract - in particular Incoterms 2020 rules stipulated in the contract form, provided that the title to Goods is transferred to the Buyer upon complete payment of sale price, whereas, the risk of loss or damage to Goods is transferred to the Buyer upon loading of Goods for shipment on the premises of CMC mill. The above mentioned restriction is effective against third parties and shall also be effective in case of further processing or joining the Goods by the Buyer or any other third party, including subsequent buyers.
3. CMC reserves the right to deliver Goods in batches or in whole quantity prior to stipulated date of delivery. Failure to deliver the whole lot of ordered Goods on the stipulated date does not constitute grounds for refusal of its later collection by the Buyer. Within the provisions set forth in GTCS CMC shall be liable for the delay in delivery of Goods only if due to its exclusive fault the delivery of Goods is delayed by more than one calendar month in relations to the agreed final date of the delivery.
4. The weight of Goods according to readings of CMC Goods scale on the receipt of Goods by the Carrier shall be accepted for the purpose of agreeing upon execution and settlement of the Contract. Accepted weight tolerance is +/- 10% as regards bars length tolerance - up to 100mm- in relation to the Contract.
5. If the Buyer fails to collect the Goods within the deadline defined in the Contract or if, having been informed by CMC about the intention of shipment of Goods, does not confirm its readiness to collect Goods within deadline indicated by CMC, CMC shall be entitled, at its discretion, to: **a)** indicate in writing another date of shipment, or **b)** store Goods at the Buyer's exclusive cost and risk and charge the Buyer with the storage costs, or **c)** withdraw from the Contract in whole or in

part and demand that the Buyer remedy the damage in the amount including but not limited to the difference between the price for Goods agreed with the Buyer and the price for which Goods were sold to other customer, or d) dedicate the Goods for scrap and demand that the Buyer pay the price reduced by the value of scrap indicated by CMC, or e) impose liquidated damages in the amount of 0,2% of the Contract value for each day of the delay in collection of Goods, or f) seek compensation pursuant to general provisions of law.

6. In the event that CMC is responsible for arrangement and costs of transportation under the Contract, the Buyer is obliged to unload the goods during the working hours of recipient's warehouse and complete it no longer than within 2 hours from the moment of sending by CMC an e-mail confirmation about readiness for goods unloading or within otherwise agreed date of unloading. In case of delay in unloading goods due to the reasons not attributable to CMC, CMC shall have the right to claim liquidated damages from the Buyer in the amount of PLN 100 or, if the Place of Receipt is outside the Polish boundaries, in the amount of EUR 100 for each commenced hour of delay until the completion of unloading of delivery stipulated in the CMR delivery note.
7. The Buyer represents that if CMC plant is the place of receipt under the Contract and the Buyer is obliged to arrange transportation, the Buyer shall apply the rules of CMC internet platform in compliance with the by-laws thereof.
8. The Buyer shall authorize any person mentioned in Art. II section 5 to obtain login and password to CMC internet platform and accept on the Buyer's behalf the by-laws of the platform and conduct operations on the platform to the benefit and at risk of the Buyer.
9. Should the Buyer (or carrier acting at the behest of the Buyer) be in delay to provide transport to collect Goods in CMC plant in accordance with reservation made on the internet platform, CMC shall have the right to claim liquidated damages from the Buyer in the amount PLN 100 for each commenced hour of delay on domestic routes and EUR 50 for each commenced hour of delay on international routes.

#### **IV. PRICE**

1. The price for Goods set forth in the terms and conditions of the Contract is a net unit price. The unit price is fixed price.
2. The Buyer shall be obliged to pay the price within the deadline indicated in the VAT invoice issued by CMC.
3. If the Buyer is late with the payment of the price, CMC may demand interests for the time of the delay even if it does not incur any damage and even if the delay was a consequence of circumstances the Buyer is not responsible for. The late payment interests shall be calculated by CMC at the statutory rate of interest for the time of delay in commercial transactions. The payment shall be deemed completed upon inflow of cash on the bank account of CMC made by bank transfer indicating the number of invoice the payment refers to. In case of the advanced payment, the Buyer is obliged to indicate in the transfer the number of Contract that the payment refers to. In case of any excess payment, CMC shall return the overpaid amount to the bank account the amount was credited to.
4. The Buyer shall not be entitled to set off any receivables with Buyer's liabilities resulting from the Contracts concluded between the Parties.
5. If the Parties to the Contract stipulated payment date in such a way that it does not corresponds to the delivery date of the particular batch of Goods, CMC shall notify the Buyer of the amount of granted Trade Credit. The Buyer is obliged not to exceed the amount of Trade Credit granted by CMC. Should the matured and unmatured obligations of the Buyer against

CMC reach the amount of the Trade Credit, CMC will be obliged to supply other deliveries of Goods covered by the Contract only on condition that the Parties agree upon other form of payment or agree upon and submit security.

6. The Trade credit may be at any time decreased or cancelled by CMC (having the effect in the future, as of the day the Buyer obtains the information) if it considers it necessary due to information about negative change of the financial status of the Buyer or deterioration of the Buyer's solvency, or due to any other reasons CMC considers relevant. The change of the amount of the Trade Credit by CMC shall be effective as of the day the Buyer obtains the information about it however not earlier than as of the day the information has been provided.
7. CMC shall be entitled to withhold the deliveries of Goods in the following cases: a) delay of the payment of any receivables by the Buyer, b) the Buyer's obligations (matured and unmatured) reach the amount of the Trade Credit, c) decrease or cancellation of the amount of the Trade Credit, d) failure to submission or expiry of a required payment security
8. CMC will resume deliveries if the above mentioned reasons for withholding cease to exist unless it interferes with other CMC production obligations.
9. If the delay in any payment against CMC exceeds 30 days, CMC may withdraw from the Sale Contract without setting any additional time limit. CMC shall not be liable for any damage resulting from those reasons.
10. The Buyer shall be obliged to confirm the delivery with the signature of the authorized person on the delivery document / CMR/ CIM/ SMGS and to submit it to CMC. In each case as required by law regulations, the Buyer is obliged to submit to customs authorities appropriate documents related to delivery in case of sale of Goods by CMC beyond the boundaries of the Republic of Poland. Failure to observe the abovementioned obligations entitles CMC to increase the price for the sale of Goods by the amount of VAT.
11. The Buyer purchasing Goods from CMC guarantees that, as of the day of conclusion of the Contract including the day of granting warranty, guarantee, payment realization or day of collecting Goods from CMC, is a taxpayer registered as an active VAT payer.
12. Should the Buyer violate the provisions of the point 11 above and fail to prove that fact of being registered as an active VAT payer, it will be obliged to pay the amount due resulting from the correction invoice issued by CMC increased by VAT and interests calculated from the day VAT became due and payable.

#### **V. LIABILITY FOR GOODS DEFECTS AND GUARANTEE:**

1. CMC grants to the Buyer a guarantee for the delivered Goods exclusively pursuant to the terms and conditions defined herein.
2. Under the guarantee CMC ensures that the Goods are made of the material and quality compliant with the description in the delivery note and the Mill Test Report (issued by CMC pursuant to PN-EN 10204 standard) as well as manufactured in accordance with the technical specification stipulated in this Mill Test Report and free from any third parties rights. CMC assures the suitability of particular Goods for specified use only if such use was explicitly stipulated in the Contract or in the detailed specification of Goods attached to the Contract. Liability and risk for purpose and use of the Goods under the Contract in any other case or for any other purposes than agreed upon shall be borne exclusively by the Buyer. Should the

information trial lot, sample delivery or sample lot or any other analogical term be placed in the Contract or in the attachment thereto, it entails that CMC liability for defects of Goods covered by this Contract whether in contract, tort, guarantee or any other legal theory shall be excluded.

3. CMC shall be liable for the defect of Goods for the period of 6 months from the date of loading particular batch of Goods for shipment. After the lapse of such period, CMC liability for defects of goods ceases to exist.
4. Apart from the guarantee defined herein, CMC does not grants to the Buyer any other guarantees and is not liable towards the Buyer for the defect of Goods due to any other reason. CMC liability under implied warranty for physical defects is excluded.
5. CMC shall bear no responsibility whether in contract, tort, guarantee or any other legal theory for the corrosion that occurred after the delivery date or ordinary wear and tear of Goods. CMC shall be liable for defects of Goods only if the Goods were properly protected by the Buyer against corrosion, erosion and other surface defects and also properly stored and transported and if such protection allows for their identification at any time and objective evaluation of reported defects.
6. Any representations, warranties or commitments that do not constitute an attachment to the Contract shall not be binding for CMC.
7. Reporting a claim shall not exempt the Buyer from the obligation to pay for the Goods.
8. The Buyer is obliged to inspect the Goods immediately after its collection. The defects in Goods shall be reported by the Buyer without undue delay promptly after their detection under pain of losing rights related to defects in Goods, whereas: a) visible defects such as quantity shortage, surface defects, wrong diameters, mistakes in packaging etc.- not later than within 24 hours from collection of Goods; b) hidden defects within 2 days from discovery of defect but not later than within 30 days from loading defected batch of Goods for shipment, under pain of losing all rights related to defects in Goods. collection of Goods but not later than within 30 days from the date of the delivery.
9. The Buyer is obliged to report in writing to CMC on a form available at the internet website <http://www.cmc.com/en/europe/cmczawiercie/Pages/claiminprocedure.aspx> any defect. In case of quality claims, any costs related to testing Goods by the Buyer without CMC consent shall be borne by the Buyer.
10. If CMC confirms defects in Goods that it is responsible for, CMC shall remove the defect, at its own discretion, by: a) collection of defected Goods from the Buyer upon the return of paid price or cancelling receivables, b) replacement of defected Goods for Goods free from defects within the nearest period after subsequent production of this material. CMC may, at its option, remedy the defect by relevant price reduction. Upon performance of the abovementioned obligations by CMC its liability for defects in Goods whether in contract, tort, guarantee or any other legal theory shall be deemed exhausted.
11. CMC shall bear no responsibility for any Buyer's costs, including costs of Goods processing, lost production etc. The liability of CMC for defects in Goods shall in each case be limited to the value of defected part of Goods.

#### **VI. FORCE MAJEURE**

1. CMC shall not be liable for non-performance or improper performance of the Contract in part or in whole if the 'force majeure' events occur.

2. Within the meaning of this GTCS, force majeure events are such external events that the party, acting with due diligence, could not prevent or foresee and that partially or completely preclude performance of the Contract, such as war, fire, strike, embargo, earthquake, equipment failures not resulting from their improper maintenance, local deficiencies of raw materials.
3. If due to occurrence of force majeure, any Party to the Contract is not capable of partial or complete performance of its obligations, it must immediately notify the other Party thereof.
4. If CMC does not perform the delivery of Goods in part or in whole within agreed deadline on account of force majeure event, after that time each of the Parties may withdraw from non-performed part of the Contract.

#### **VII. CONFIDENTIALITY AND PERSONAL DATA**

1. The Buyer undertakes to treat all data, information and trade documentation obtained in relation to the execution of the Contract as confidential information subject to the business trade secret and company secrets of CMC, the disclosure of which to third parties without the consent of the other Party is forbidden. The Parties shall be exempted from the confidentiality obligation in the event that disclosure of confidential information is required by applicable law. In such case the disclosing Party shall notify the other Party of the disclosure.
2. In compliance with Art. 13 section 1 and 2 and 14 of GDPR, CMC informs that it processes Personal Data of the Buyer according to the rules described in detail in information clauses available at the site of CMC: <https://www.cmc.com/pl/global/contact/personal-data-protection>
3. The Buyer, by authorizing any person to act on its behalf and/or for its benefit, undertakes to inform them that within the scope of services performed under this Contract their personal data have been made available to another Administrator, i.e. CMC POLAND SP. Z O.O. with its registered seat in Zawiercie, at ul. Piłsudskiego 82., 42-400 Zawiercie (contact details of the Personal Data Protection Officer: [iod@cmc.com](mailto:iod@cmc.com)) and the rules of personal data processing by CMC are available on the aforementioned website of CMC.

#### **VIII. SANCTIONS**

1. The Buyer represents and warrants that it is and shall remain for the duration of the Contract (and that all its affiliated companies, owners, partners, associates, employees, directors, officers, consultants, agents and/or representative are and shall remain for the duration of the Contract) in compliance with any economic or financial sanctions or trade embargoes or sectoral sanctions or any sanctions laws or regulations, restrictive measures, or other similar instruments, which restrict dealings with certain countries or individuals (collectively the "Sanctions") imposed, administered and/or enforced from time to time by the US department of Treasury's Office of Foreign Assets Control (OFAC), the United Nations, the European Union, Her Majesty's Treasury, the Swiss State Secretariat for Economic Affairs (SECO) or any other relevant government authority in any applicable jurisdiction (each a "Sanctions Authority"), each foresaid Sanctions Authority as supplemented or substituted from time to time.
2. The Buyer further represents and warrants that for the duration of the Contract neither Buyer nor any Person associated with the Buyer is:
  - a) a Person who appears on the list of Specially Designated Nationals and Blocked Persons (the "SDN List") or on the list of natural and legal persons, entities and bodies

- subject to European Union restrictive measures (UE List) or on any other sanctions list maintained by any Sanctions Authority, such as SDN list, UE List or other sanctions list as may be amended and/or supplemented from time to time, (a "Sanctioned Person"); or
- b) a Person in any way directly or indirectly controlled by or acting for or on behalf of: (i) any Sanctioned Person; and/or (ii) any terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction (each (i) and (ii) an "Affiliated Person"); and/or (iii) any targeted countries as defined in OFAC's country list or in other list maintained by any Sanctions Authority from time to time (a "Targeted Country").
3. The Buyer further represents and warrants that:
    - a) none of bank, or person associated with any such bank, that is involved in the performance of the Contract or in the transfer of money or in the settlement of the Contract, is a "Sanctioned Person" and performance of the Contract involving such bank or person nor violate any "Sanctions."
    - b) none of the Goods to be sold hereunder shall: (i) be shipped to or through a Targeted Country or other country under Sanctions; (ii) be used for the benefit of a Sanctioned Person and/or of an Affiliated Person; or (iii) involve directly or indirectly any Sanctioned Person or any investment, or any transaction or deal with any Sanctioned Person and/or any Affiliated Person and/or Targeted Country or other country under Sanctions.
  4. Should new sanctions become applicable or previously applicable sanctions be reinstated in each case and in such a manner that performance under this Sales Contract becomes inconsistent with the new or reinstated applicable sanctions, CMC may unilaterally terminate the Contract.
  5. If new sanctions come into effect or previously applicable sanctions are reinstated or if a third party becomes targeted by sanctions, in each case after CMC has transferred the Goods to the Buyer but before the Buyer transfers the Goods to a third party, and these sanctions would prohibit CMC from dealing with the third party, the Buyer shall not transfer the Goods to the third party.
  6. The Buyer shall notify CMC immediately if the Buyer or any Buyer's Personnel or Buyer's subcontractor or other Person in Buyer's supply chain or a bank involved in money transfer becomes targeted by any applicable sanctions after the conclusion of this Contract.
  7. The Buyer warrants that it will obtain adequate assurances from any third party to which it intends to transfer title to the Goods regarding their end-use, and the identity of the ultimate beneficial owner of the Goods, in order to ensure that the Goods are not put to a use inconsistent with applicable sanctions and/or applicable export and import restrictions.
  8. If, in a reasonable opinion of CMC, any provision from 1 to 7 has been violated, then CMC shall be entitled to suspend and/or terminate the performance of its obligations hereunder at any time with immediate effect and without liability to the Buyer. The Buyer will also indemnify CMC on demand and hold CMC harmless against any losses, costs, fines or payments which CMC may be required to make as a result of any breach by the Buyer of his representation made under any provision from 1 to 3 or any of its obligation under the provision from 5 to 7. This provision shall survive any termination of the Contract.
  9. "Person" shall mean any individual, corporation, partnership, joint venture, association, trust, unincorporated organization or a limited liability company.

## IX. FINAL PROVISIONS

1. The Buyer shall not assign any rights and obligations under the Contract without prior written consent of CMC.
2. Each and every time the Buyer cooperates with CMC, they agree and undertake to comply with the CMC's Workplace Conduct and Human Rights Policy available at [www.cmc.com](http://www.cmc.com)
3. The CMC declares that it has a large enterprise status within the meaning of the act of March 8, 2013 on combating late payments in commercial transactions (JoL of 2022, item 893, unified text, as amended).
4. All Contracts, that this GTCS constitute an attachment to, shall be governed by the Polish law unless explicitly stated otherwise. The application of the United Nations Convention on Contracts for the International Sale of Goods and Convention on the Limitation Period in the International Sale of Goods shall be excluded.
5. Any disputes arising from the Contracts between the Parties shall be submitted for resolution to the common court with jurisdiction over the seat of CMC.
6. Contractual and tort liability of CMC whether in Contract, tort, guarantee or any other legal theory, including non-performance or improper performance of the Contract and guarantee, shall be limited to 100% of the value of particular Contract. CMC, however, shall bear no responsibility for indirect damage or Buyer's gains lost such as loss of production, loss of expected profit, loss of customer or order etc.
7. Legal remedies provided for herein are exclusive. If one of the provisions of the GTCS or the Contract is considered to be invalid, the validity of remaining provisions shall not in any way be affected thereby.
8. These GTCS shall come into effect as of 7 November, 2022. As of this date any earlier terms and conditions, provisions and instructions related to Contracts concluded after the aforementioned date shall lose their binding force.