

## 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 the Sale of Goods (hereinafter: **GTCS**) are applicable to Contracts for the Sale of Goods by CMC Poland Sp. z o.o. (hereinafter: **CMC**) unless otherwise provided in the terms of a particular Contract.
2. In case of any potential conflicts or discrepancies between GTCS provisions and conditions of purchase applied by the Buyer, the GTCS provisions 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. Terms used in these 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 on the premises of CMC mill where Goods are loaded for shipment.  
**Place of Receipt** – seat of the Buyer or any other place indicated in the Contract, where the Buyer undertakes to collect Goods pursuant to applied INCOTERMS rule.  
**Trade Credit** - the upper limit of matured and unmatured obligations of the Buyer towards CMC on any account, 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 point II. hereunder, to which these GTCS apply.  
**Buyer's e-mail address** – e-mail address used by CMC to submit the acceptance of an offer and other statements related to the Contract and amendments thereto. The Buyer undertakes to provide their e-mail address prior to the conclusion of the Contract and to promptly notify CMC should the email address change. In case the information has not been provided, any 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)” is the only e-mail address from which CMC sends any statements related to the conclusion of the Contract or amendments thereto. The email address mentioned above shall not be used by CMC to receive electronic mail. Any statement sent from this e-mail address constitutes a statement made by CMC Poland sp. z o.o.

### II. TERMS AND CONDITIONS OF CONTRACT CONCLUSION AND AMENDMENTS

1. It is stipulated that the conclusion and amendment of the Contract shall require a documentary form. In order to conclude the Contract, the Buyer shall send to the e-mail address of the CMC employee an offer for the purchase of Goods specifying at least the quantity, price and date of the delivery of Goods.
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 email address of the Buyer shall be an exclusive confirmation of accepting the offer by CMC. The Article 68<sup>2</sup> of the Polish Civil Code shall not apply.

3. The moment when the Buyer could get acquainted with the statement mentioned in point 2 above shall be the moment of conclusion of the sales contract unless the Buyer immediately objects to its content in a document submitted to the e-mail address of the CMC employee cooperating with the Buyer.
4. Any amendment to the Contract requires a documentary form. The confirmation of the acceptance by CMC of an amendment to the order is re-sending to the Buyer's e-mail address of the order confirmation with the same order number from the e-mail address [CMCP\\_Sales\\_Order\\_Confirmation@cmc.com](mailto:CMCP_Sales_Order_Confirmation@cmc.com). The subsequent order confirmation with the same number supersedes any prior order confirmations and constitutes a complete and final content of the Contract between the parties.
5. The Buyer confirms that any person carrying out electronic mail correspondence from the Buyer's email boxes is authorized to make declarations of will on their behalf and to their 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, it is required to agree such a condition in advance with the CMC employee cooperating with the Buyer. Failure of CMC to confirm a change in the Goods specification, obliges the Buyer to collect the Goods in accordance with the scope of the original Contract.

### III. CONDITIONS OF DELIVERY

1. If the content of the Contract indicates the name of a third party or their address, it means that the Buyer authorizes the third party indicated therein to collect Goods on their behalf and at their own risk.
2. Conditions of Goods' delivery are each time defined by specified terms and conditions of the Contract, in particular, by the Incoterms 2020 formulas indicated in the contract form provided that the title to Goods is transferred to the Buyer in each case upon the complete payment of a sales price, whereas the risk of loss or damage to the Goods is transferred to the Buyer upon loading of the Goods for shipment on the premises of CMC facility. The above reservation of ownership is effective against third parties, including subsequent buyers of Goods, and shall also be effective in case of further processing or combining of Goods by the Buyer or any other third party, including subsequent buyers.
3. CMC reserves the right to deliver Goods in batches or as a whole prior to the agreed date of delivery. Failure to deliver all of the ordered Goods on the agreed date cannot constitute the basis for the refusal of their later collection by the Buyer. Under the provisions set forth in GTCS, CMC shall be liable for delay in delivery of Goods only if due to their sole fault the delivery of Goods is delayed by more than one calendar month in relation to the agreed final date of the delivery.
4. The weight of Goods according to the reading of the CMC scale upon the receipt of Goods by a carrier shall be used for the purpose of establishing the execution of the Contract and its settlement. Accepted weight tolerance is +/- 10% and bars lengths tolerance – 0/+100mm - in relation to the content of the Contract.

5. If the Buyer fails to collect Goods on the date indicated in the Contract or if upon the notification by CMC on the intention to ship Goods, fails to confirm their readiness to collect Goods on the date indicated by CMC, then CMC shall be entitled at their discretion to: **a)** indicate in writing another date of shipment or **b)** store Goods at the Buyer's sole cost and risk and charge the Buyer with the storage costs or **c)** withdraw from the Contract in whole or in part and require the Buyer to remedy the damage in the amount including, a.o., the difference between the price of Goods agreed with the Buyer and the price for which Goods have been sold to another buyer or **d)** allocate Goods for scrapping and require the Buyer to pay the price reduced by the value of scrap indicated by CMC, or **e)** impose contractual penalties in the amount of 0,2% of the Contract value for each day of the delay in collection of Goods, or **f)** seek compensation under general provisions of law.
6. In the event that pursuant to the Contract, CMC is responsible for the organization and costs of transport, the Buyer undertakes to unload the Goods during a recipient's warehouse working hours and to complete the unloading within no more than 2 hours from the moment CMC sends an e-mail confirming that the transport is ready for unloading or on otherwise agreed unloading date. In the event of the delay in unloading of the Goods for reasons not attributable to CMC, CMC has the right to claim contractual penalty from the Buyer in the amount of PLN 100 or, if the Place of Receipt is outside Poland, in the amount of EUR 100 for each commenced hour of the delay until the completion of unloading of the delivery specified in the delivery note / CMR.
7. The Buyer declares that if under the Contract the CMC facility is the Place of Receipt of Goods and the Buyer is responsible for the organization of the transport, the Buyer shall apply the rules of the used CMC internet platform in accordance with the regulations thereof.
8. The Buyer shall authorize any person mentioned in point II. 5. to obtain login and password to the CMC internet platform and to accept on the Buyer's behalf the platform regulations as well as to conduct operations on the platform to the benefit and at risk of the Buyer.
9. In the event of the delay by the Buyer (or a carrier acting on their behalf) in arriving on time to collect Goods at the CMC facility in accordance with the reservation made on the internet platform, CMC has the right to claim a contractual penalty from the Buyer in the amount of PLN 100 for each commenced hour of the delay in domestic relations and EUR 50 for each commenced hour of the delay in international relations.

#### **IV. PRICE**

1. The price of Goods set forth in the terms and conditions of the Contract is a net unit price. The unit price is a fixed price.
2. The Buyer is obliged to pay the price within the time indicated in the VAT invoice issued by CMC.
3. If the Buyer is in delay with payment of the price, CMC may demand interest for the period of the delay, even if they have not suffered any damage and even if the delay was the consequence of circumstances for which the Buyer is not responsible. The late payment interest shall be calculated by CMC at the statutory rate of interest for the time of delay in commercial transactions. The payment shall be deemed to have been made when funds are transferred to the CMC's bank account by a bank transfer indicating the invoice number to which the payment refers. In the event of an advance payment, the Buyer is obliged to indicate in a bank transfer the number of the Contract to which the payment relates. In the event of overpayment, CMC will return the

- overpaid amount to the bank account from which the transfer of a given amount was made.
4. The Buyer shall not be entitled to set off any amounts due against the Buyer's obligations under Contracts concluded between the parties.
5. If the parties to the Contract have agreed on a price payment date in such a way that it does not coincide with the date of the delivery of a given batch of Goods, CMC will inform the Buyer about the amount of the Trade Credit granted. The Buyer is obliged not to exceed the amount of the Trade Credit granted by CMC. In the event that the Buyer's matured and unmatured liabilities to CMC reach the amount of the Trade Credit, further deliveries of the Goods under the Contract shall be carried out by CMC only under the condition that the parties agree upon a different form of payment or agree and provide security.
6. The Trade Credit may be reduced by CMC or rescinded at any time (with a future effect, from the date of notifying the Buyer) by CMC if CMC deems it necessary due to becoming aware of an adverse change in the Buyer's financial condition or deterioration in the Buyer's solvency, or due to other concerns CMC has about the Buyer's financial reliability, or for any other reason CMC deems relevant. The change in the amount of the Trade Credit by CMC shall be effective from the date of communication of the change to the Buyer, however not earlier than from the day the information has been provided.
7. CMC has the right to withhold the delivery of Goods in the following cases: a) the Buyer's delay in payment of any of their obligations, b) the Buyer's obligations (matured and unmatured) reach the amount of the Trade Credit, c) reduction in the amount of the Trade Credit or cancellation of the Trade Credit, d) failure to present / expiry of the required payment security.
8. CMC shall resume deliveries after the above reasons for withholding have ceased, unless it interferes with other production obligations of CMC.
9. If the delay in any payment to CMC exceeds 30 days, CMC may withdraw from the sales contract without setting any additional time limit. CMC shall not be liable for any damage resulting from those causes.
10. The Buyer is obliged to confirm the fact of delivery with the signature of an authorized person and a stamp on the delivery document/CMR/CIM/SMGS and submit this document to CMC. In each case required by legal regulations, the Buyer is obliged to submit to customs authorities appropriate documents related to the delivery in the event of the sale of Goods by CMC outside the Republic of Poland. Failure to comply with the abovementioned obligations entitles CMC to increase the sales price of the Goods by the amount of VAT.
11. The Buyer purchasing Goods from CMC guarantees that on the date of concluding the Contract, including the day of granting warranty, sureties, payment execution or the date of receipt of Goods from CMC, they are a taxpayer registered as an active VAT payer.
12. Should the Buyer violate the provisions of point 11 above and fail to prove to CMC that they have been registered as an active VAT payer, they will be obliged to pay the amount due resulting from the correcting invoice issued by CMC increased by VAT and interest calculated as of the date 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 under the terms and conditions defined herein.
2. Under the guarantee CMC ensures that Goods are made of material of 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 technical specification stipulated in this Mill Test Report and free from any third parties rights. CMC assures the suitability of particular Goods for a specified use only if such use is explicitly stipulated in the Contract or in a detailed specification of Goods attached to the Contract. The liability and risk for the intended purpose and use of Goods under the Contract in any other case or for purposes other than those agreed upon shall be borne solely by the Buyer. Should the Contract or attachment thereto contain information such as "trial delivery", "sample delivery", "test" or similar terms, it means that CMC's liability for defects in the Goods covered by this Contract for any reason shall be excluded.
3. CMC shall be liable for defects in Goods for the period of 6 months from the date a given batch of Goods has been loaded for shipment. After the lapse of this period, CMC's liability for defects in the Goods ceases.
4. Apart from the guarantee defined herein, CMC does not grants to the Buyer any other guarantees and shall not be liable to the Buyer for defect in Goods due to any other reason. CMC's liability under implied warranty for physical defects is excluded.
5. CMC shall bear no responsibility on any account for the corrosion or normal wear and tear of Goods that occurs after the date of delivery. The condition under which CMC shall be liable for defects in Goods is the proper protection of the Goods by the Buyer against corrosion, erosion and other surface defects, including proper storage and transport and such protection of Goods that allows for their identification and objective assessment of reported defects at all times.
6. Any representations, warranties or commitments that do not constitute an attachment to Contract shall not be binding for CMC.
7. Reporting a claim shall not exempt the Buyer from the obligation to pay for Goods.
8. The Buyer is obliged to inspect Goods immediately after their collection. Defects in Goods shall be reported by the Buyer without undue delay immediately 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 the Goods; b) hidden defects - within 2 days from discovery of defect but not later than within 30 days from loading defective batch of Goods for shipment, under pain of losing all rights related to defects in Goods.
9. The Buyer is obliged to report any defect in writing to CMC on a form available on the internet website <http://www.cmc.com/en/europe/cmczawiercie/Pages/claiminprocedure.aspx>. In case of quality claims, any costs related to Goods' testing by the Buyer without CMC's consent shall be borne by the Buyer.
10. If CMC confirms defects in Goods that they are responsible for, CMC shall remove the defect at their own discretion by: a) collection of defective Goods from the Buyer along with the refund of the price paid or cancellation of the payment due b) replacement of the defective Goods with the Goods free from defects after subsequent production of this

material. CMC may at their own discretion remedy the defect by a relevant price reduction. Performance of the abovementioned obligations by CMC exhausts their liability for defects in Goods on any account

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 a defective part of the 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 'force majeure' events occur.
2. Within the meaning of these GTCS, force majeure events are such external events that the party, acting with due diligence, could not prevent or foresee and which 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 unable to perform any of their obligations in whole or in part, they must immediately notify the other party in writing thereof.
4. In the event that due to force majeure CMC does not fully or partially execute the delivery of Goods within the agreed-upon timeframe, either party may after this time terminate the Contract in the unfulfilled portion.

#### 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, disclosure of which to third parties without the consent of the other party is forbidden. The parties shall be exempted from confidentiality obligation in the event that disclosure of confidential information is required by applicable law. In such case a 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 they processes Personal Data of the Buyer according to the rules described in detail in information clauses available on the site of CMC: <https://www.cmc.com/pl/global/contact/personal-data-protection>
3. The Buyer, by authorizing any person to act on their behalf and/or for their 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 they are and shall remain for the duration of the Contract (and that all their 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 the 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 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:
    - c) 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."
    - d) none of 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 the sales Contract becomes incompliant with 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 Goods to the Buyer, but before the Buyer transfers Goods to a third party, and these sanctions would prohibit CMC from dealing with the third party, the Buyer shall not transfer Goods to the third party.
  6. The Buyer shall notify CMC immediately if the Buyer or any of the Buyer's personnel or subcontractor or other person in the Buyer's supply chain or a bank involved in the money transfer becomes affected by any applicable sanctions after the conclusion of the Contract.
  7. The Buyer warrants that they will obtain adequate assurances from any third party to which they intend to transfer the title to the Goods, regarding their end-use, and the identity of the ultimate 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 their 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 their representation made under any provision from 1 to 3 or any of their 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. CMC declares that it has a large enterprise status within the meaning of Act of 8<sup>th</sup> March, 2013 on combating late payments in commercial transactions (JoL of 2022, item 893, unified text, as amended).
4. All Contracts, that these 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 Contracts between the parties shall be submitted for resolution by the common court with jurisdiction over the seat of CMC.
6. CMC's contractual and tort liability for all titles, including non-performance or improper performance of the Contract and guarantee, shall be limited to 100% of the value of a particular Contract. CMC, however, shall bear no responsibility in any way for indirect damage or the Buyer's lost profits 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 Contract is considered to be invalid, validity of remaining provisions shall not be affected in any way thereby.
8. These GTCS shall come into effect as of 7<sup>th</sup> 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.