

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY – 2022 Edition (The terms and conditions may also be read on www.eu.nlmk.com.)

These general terms and conditions of sale and delivery apply to all sales, hereafter the “Contract” or “Contracts”, concluded by NLMK DanSteel A/S, hereafter the Seller. Any conditions inconsistent with these general terms and conditions shall be valid only if provided for in writing by the Seller or expressly approved by it. Any conduct departing from these conditions by the Seller or accepted by the Seller in connection with particular Contracts or orders, even if repeated, may not be relied on by the Buyer for different Contracts or orders and shall not therefore constitute an acquired right. Any conflicting terms and conditions on the Buyer’s order forms are expressly acknowledged to be invalid. Conversely, the Buyer acknowledges that provided there is no contract signed by the parties governing the relations between them, these general terms and conditions of sale are the rules governing the Contract between the Buyer and the Seller. In the event that a contract governing the relations between the parties does exist, these general terms and conditions of sale shall apply unconditionally to any matters not otherwise provided for by the contract concerned. In the event that any provision of these general terms and conditions of sale shall become, invalid, unenforceable or unlawful to any extent, the validity of the other provisions of these general terms and conditions of sale shall be unaffected thereby. The parties shall use their best endeavours to replace the invalid, unenforceable or unlawful provision by a valid, lawful and enforceable provision having a similar economic effect.

1. Prices

- 1.1 Up to and including the date of delivery the Seller shall be entitled to alter prices in accordance with changes in rates of custom duties, freight and insurance rates or any other circumstances beyond the Seller’s control.
- 1.2 The Seller may claim compensation for any increase in his expenditure, which may be ascribed to the Buyer.
- 1.3 All basic prices and excess prices shall apply per 1,000 kg ex/f.o.b. Frederiksværk excluding taxes and duties. The value-added tax in force on the date of delivery shall be added to all deliveries within Denmark.

2. Passing of Risk

- 2.1 Delivery takes place ex DanSteel A/S. The Seller shall be entitled to decide form and method of transportation.
- 2.2 Plates are generally shipped unpacked and unprotected. External corrosion, transport-related pollution and surface impairments resulting from this cannot be considered as a material defect and are excluded from liability. Special packing or protective measures (e.g. as for long-term storage or sea transport) will only be done upon explicit order and are charged with extra costs.

3. Time of Delivery

- 3.1 All quoted delivery periods and dates are estimate and conditional on there being no unforeseeable production stoppages as well as on the Seller being supplied on time with the necessary specifications. The date of despatch ex works shall be decisive for determining the Seller’s compliance with delivery periods or dates.
- 3.2 The Seller shall not be responsible for any consequential loss, loss of time or profit, daily penalties, or any other loss, which might be incurred as a result of delayed delivery.
- 3.3 The Seller reserves the right to effect partial deliveries.
- 3.4 Where the customer wishes to undertake collection of goods he must collect them within 14 days of notice of readiness, from which time they shall be kept at the expense and risk of the Buyer.

4. Descriptions

- 4.1 All information concerning weight, dimensions and other data specified in catalogues, price lists etc., shall be binding only to the extent such reference is made in the order confirmation.
- 4.2 All materials shall be delivered in accordance with agreed standards and stipulations concerning quality and tolerances contained therein.

5. Ownership Reservation

- 5.1 The Seller reserves the ownership of the delivered goods until payment is effected.

6. Payment

- 6.1 For despatches from 1st to 15th of the month - the payment shall be due on the 15th day of the month following the despatches.
For despatches from 16th to the last day of the month – the payment shall be due on the 25th day of the month following the despatches.
- 6.2 In case of late payment, interest in the amount of 7% above the base-lending rate of Denmark’s National Bank shall be charged.
- 6.3 Payment shall be made without deducting of cash discount and securing that the amount is available to us on due date. The Buyer is entitled to offset only against claims which are either undisputed or have become res judicata; the Buyer shall only be entitled to rights of retention insofar they are based on one and the same contract.
- 6.4 The Seller no longer is able to cash International Cheques

7. Defects, Complaints, etc.

- 7.1 The Buyer undertakes to inspect consignments immediately on receipt. If the Buyer intends to lodge a complaint, he shall do so within 14 days of receipt except in the case of some latent defects. Complaints shall in any circumstances be lodged within 12 months of receipt.
- 7.2 In the event of a timely and justified complaint, the Buyer may demand a replacement delivery or a credit note for the value of the invoice. In either case it is a condition that the Buyer undertakes, carriage-paid by the Buyer, to return the lot in dispute. No other compensation shall be granted than provided above.
The Seller shall thus not be held liable for any consequential loss, loss of time or profit, or daily penalties or any other loss, which may result from a defective consignment.

8. Product Liability

- 8.1 In relation to the Buyer product liability for personal injury or damage to property which is comprised by the Danish Product Liability Act shall be the Seller’s responsibility only if it follows from the provisions of the Act.
- 8.2 The Seller shall not be responsible for any other personal injury or damage property in relation to the Buyer. Product liability is thus disclaimed also with regard to damage, which may be referred to faults or neglect on the part of the Seller.
- 8.3 If the goods delivered cause damage to any third party or third party’s property which entitles the third party to compensation, such compensation shall be finally paid by the Buyer irrespective of whether the damage may be referred to faults or omissions committed by the Seller. However, this shall not apply if the damage is comprised by the Product Liability Act and such a distribution of liability is contrary to indispensable rules of the Act.
- 8.4 The product liability shall in no circumstances comprise consequential loss, loss of time or profit, or daily penalties or any other indirect loss.

9. Force Majeure

- 9.1 A Force Majeure event means any event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract due to causes including changes in standards and laws, strike, war, war-like events and any effects of war or war-like events, imposition of sanctions, economic embargo or in general any legal or regulatory measures prohibiting the affected party to do business or to

transact, natural or industrial disaster or interruption (including for explosion, fire, flood, destruction and breakdown of machinery, factories and plant and serious operating accidents), a shortage or serious disruption of one party's supply chain (including the disruptions or shortages in the raw material-, transport- or energy-, supplies which prevents the affected party to keep doing business or imposes on the affected party to reduce or interrupt, in whole or in part, its manufacturing activities, to declare flexible work arrangements and the use of temporary layoffs for economic or other reasons (including in the scope of any temporary support measures following the energy crisis that may be adopted by law or regulation), to mothball its activities or undertake more structural changes in the organization of its activities, whether by mandatory decision of an authority or upon such party's own initiative because of exceptional economic or supply circumstances, provided [a] such impediment is beyond its reasonable control; [b] such impediment or the extent of its effects on the affected party or on its performance of the contract could not have been reasonably foreseen at the time of the conclusion of the contract; and [c] the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

- 9.2 The affected party shall notify the other party of a Force Majeure event within 10 business days of becoming aware of the occurrence thereof, by any convenient means: fax, email, recorded delivery letter. The occurrence of a Force Majeure event shall suspend the obligations of the affected party. If the consequences of the Force Majeure event endure for more than 60 consecutive calendar days, the parties shall meet at the request of whichever party first takes action in order to decide on the conditions in which performance of the contract might resume. Failing an agreement within 30 calendar days of the request made by the first party to take action, the party affected by the event may request by registered letter that the contract be terminated. In the event of a termination of the contract due to Force Majeure, neither party will have any liability to the other party in respect of termination of the contract due to a Force Majeure, but all rights and liabilities which have accrued prior to termination of contract, will subsist. The obligation to pay an amount of money or to accept any supplies that are available for delivery without being subject to Force Majeure shall never be considered to be affected by Force Majeure.

10. Material Adverse Effect

- 10.1 If a Material Adverse Effect occurs, the Seller shall be excused from the performance of its obligations under the contract to the extent that it is prevented, hindered or delayed in such performance due to the Material Adverse Effect.
- 10.2 As used in this contract, "Material Adverse Effect" shall mean any occurrence, fact, condition or change that individually or in the aggregate adversely and materially affects, or can reasonably be expected to adversely and materially affect, the Seller's business, assets, liabilities or condition (financial or otherwise) condition or operations (including, as the case may be, production operations performed on behalf of the affected party) or the ability of the Seller to timely perform its obligations under this contract or consummate the transactions contemplated hereby, to the extent such change arises in connection with or as a result of one or several of the following events that occurred on or after the effective contract date: changes in standards and laws, strike, war, war-like events and any effects of war or war-like events, imposition of sanctions, economic embargo or in general any legal or regulatory measures prohibiting the affected party to do business or to transact, natural or industrial disaster or interruption (including for explosion, fire, flood, destruction and breakdown of machinery, factories and plant and serious operating accidents), a shortage or serious disruption of one party's supply chain (including the disruptions or shortages in the raw material-, transport- or energy-, supplies which prevents the affected party to keep doing business or imposes on the affected party to reduce or interrupt, in whole or in part, its manufacturing activities, to declare flexible work arrangements and the use of temporary layoffs for economic or other reasons (including in the scope of any temporary support measures following the energy crisis that may be adopted by law or regulation), to mothball its activities or undertake more structural changes in the organization of its activities, whether by mandatory decision of an authority or upon such party's own initiative because of exceptional economic or supply circumstances.
- 10.3 Upon occurrence of a Material Adverse Effect event, the Seller shall provide notice to the other party disclosing the Material Adverse Effect. Once notice has been provided, the parties agree to meet in good faith to modify the terms of the contract in an attempt to mitigate or eliminate such Material Adverse Effect. If the parties cannot agree to any such modifications within thirty (30) days of such notice, then the Seller shall be entitled to terminate this contract without liability by providing the other party with thirty (30) days prior written notice thereof. In the event of a termination of the contract due to the Material Adverse Effect, neither party will have any liability to the other party in respect of termination of the contract due to such event, but all rights and liabilities which have accrued prior to termination of contract, will subsist.

11. Resale

- 11.1 In the case of resale in unchanged condition, with the exception of sale from stocks, the Buyer shall comply with the provisions of Article 63(2) of the ECSC Treaty as well as Commission rulings nos. 30/53, 31/53 and 37/54 with all subsequent amendments.

12. Governing Law and Jurisdiction

- 12.1 Disputes arising out of this agreement and conditions connected therewith shall be settled in accordance with the rules of Danish law, with the Maritime and Commercial Court in Copenhagen (Sø- og Handelsretten i København) as proper venue.