Issue: October 1, 2026

General Delivery Terms and Conditions of NIPPON STEEL SLOVAKIA s. r. o.

Article 1. Introductory provisions

1.1. These General Delivery Terms and Conditions of NIPPON STEEL SLOVAKIA s. r. o. (hereinafter referred to as "GDTC") constitute an attachment to the Frame Contract, the Contract, the Order Confirmation, the Firm Bid or other document of a contractual nature (hereinafter referred to as "Contract") and are an inseparable part of the Contract and the eAgreement. Buyer's submission of an Order or signing of the eAgreement implies Buyer's complete consent with these GDTC without any reservation. The Buyer's alternative terms and conditions shall not apply unless specifically accepted by the Seller in writing. The Buyer's Order requires confirmation by the Seller. No other special terms prevail over the GDTC, unless they are accepted by the Seller in writing.

1.2. The Parties shall be bound by the following order of precedence:

1.2.1. Provisions in the body of the Contract,

1.2.2. GDTC,

1.2.3. Recommendations for Customers, Care of Tinplate during transport, storage and inspection; Recommendations for Customers, Care of hot rolled and cold rolled sheets when transporting, storing and inspecting; or Recommendations related to transport and storage of organic coated sheets, if the Buyer is provided with it (collectively referred to as "Recommendations for Customers"),

1.2.4. Incoterms® 2020, unless otherwise stated in the Contract,

1.2.5. United Nations Convention on Contracts for the International Sale of the Goods passed in Vienna 1980 ("CISG") and United Nations Convention on the Limitation Period on International Sale of Goods passed in New York in 1974, including the Supplementary protocol from 1980 ("Limitations Convention"), if applicable,

1.2.6. Directive 2006/112/EC on the Common System of Value Added Tax, as amended,

1.2.7. Law of the Slovak Republic, primarily Slovak Commercial Code.

1.3. The provisions of the Contract, including the GDTC, and the Recommendations for Customers replace inconsistent and otherwise incompatible provisions of the CISG, the Limitations Convention and the Law of the Slovak Republic, whether or not so expressly provided.

Article 2. Payment and delivery conditions

2.1. Delivery conditions and price are stated according to Incoterms® 2020 (unless otherwise stated in the Contract) upon agreement of both Parties. No amount shall be deducted from payment of the price of the Goods.

2.2. Prior to entering into the Contract with the Seller, the Buyer shall by obliged to submit the authenticated copy of the decision of the tax office on assignment of the VAT identification number and in each Contract state the valid VAT identification number under which the Goods shall be bought when the Goods are delivered within the territory of the Slovak Republic (hereinafter referred to as "SR"), and also on intercommunity delivery of the Goods to the member-states of the European Union (hereinafter referred to as "EU"). The Buyer shall be obliged to immediately notify the Seller of any change or cancellation of the Buyer's VAT identification number. Should transportation of the Goods be provided for or performed by the Seller, the Buyer shall be obliged to confirm acceptance of delivery of the Goods directly on the shipping document proving transportation of the Goods to the other member-state of EU (except for SR). If transportation is provided for or performed by the Buyer, immediately after the Goods are delivered, the Buyer shall be obliged to provide the Seller with the documentation related to shipment of the Goods (if transportation is provided for - the shipment document containing the place of destination with the name and address of forwarder; if performed - confirmation of the Buyer that it shipped and accepted the Goods in the other member-state of EU containing the statutory essentials as follows: name and address of the Buyer, quantity and kind of the Goods, address of the place and date of completion of transportation, name and surname of driver of motor vehicle (in block letters) and his/her signature, number plate of motor vehicle; on exporting the Goods outside EU – Unified Customs Declaration (JCD) on export of the Goods by means of truck to be confirmed by the competent customs office). Unless agreed otherwise by the Parties (e. g. electronic transfer of data), after the end of a calendar month, the Seller shall issue the confirmation on acceptance of the Goods the part thereof shall also be the list of all shipments of the Goods for a calendar month in the course thereof the Goods were delivered to the Buyer. Such a document must be confirmed by the Buyer within the term of five (5) days as from the date of its delivery and mailed to the Seller by return. Should the Buyer violate its obligations as determined in sub-section 2.2, it shall be obliged to settle any additional VAT and sanctions as imposed upon the Seller by the competent tax authorities within the term of ten (10) days as from the date of delivery of the Seller's statement to the Buyer at the latest.

2.3. In case of deliveries of the Goods to the Buyer paying VAT in another EU member-state, and delivery condition according to Incoterms® stating the place of delivery within the territory of the SR, the Seller shall invoice delivery of the Goods with Slovak VAT if the Seller does not have at the time of issuance of the invoice the declaration of transport or documents confirming transport of the Goods to another EU member-state.

2.4. If the Buyer submits to the Seller documents confirming transport of the Goods to another EU member-state, but the Buyer fails to transfer the Goods to another EU member-state, and makes either reprocessing of the Goods or another evaluation of the Goods within the territory of the SR, and consequently the Tax Authority charges the Seller additional VAT together with sanctions due to the inability to document the delivery of the Goods to another EU member-state, the Buyer shall pay the Seller the additional VAT and sanctions imposed on the Seller by the relevant Tax Authorities no later than ten (10) days from the date of delivery of the Seller's bill to the Buyer.

2.5. If export of the Goods to a third country (outside the EU) shall be provided for by the Buyer, it shall perform such export no later than the end of the sixth (6th) calendar month following the month in which the invoice was issued. If the Goods shall not be exported within the period stated herein, the Seller shall charge additional VAT to the Buyer, according to the Law of the SR. The Buyer shall pay additional VAT to the Seller, as well as sanctions imposed on the Seller by the relevant Tax Authorities due to delays in VAT as compensation for damages, no later than ten (10) days from the date of delivery of the Seller's bill to the Buyer.

2.6. If deliveries of the Goods are realized in combined mode (directly and through a warehouse), the VAT ID assigned in the SR will be used by the Seller in case of direct delivery of the Goods, and, in case of delivery through a warehouse located within a EU member-state, in which the Seller is registered as the payer of VAT, the VAT ID of the member-state where the warehouse is located will be used.

2.7. The Seller has no obligation to deliver the Goods to the Buyer unless the Buyer provides the Seller upon request of the Seller with one or more of the following collateral: an irrevocable bank guarantee; irrevocable documentary letter of credit; promissory note; advance payment; corporate guarantee; or some other form of security required and approved by the Seller in writing or according to the Contract.

2.8. If the Buyer is in delay with the payment of any of Seller´s receivables (regardless of the cause of its legal origin) against the Buyer arising under any contract, the Seller has no obligation to deliver the Goods to the Buyer and the Seller is entitled to stop production of the ordered Goods or to declare the Contract avoided, and the Seller is not in default.

2.9. If the Buyer is in delay with the payment of the price of the Goods, the Seller is entitled to unilaterally change the payment conditions and at the same time, the Seller reserves the right to repossess the Goods or re-export the Goods. The Buyer shall provide to the Seller all reasonable assistance requested by the Seller to repossess or re-export the Goods. The cost of repossessing or re-exporting the Goods shall be borne by the Buyer.

2.10. The Seller has no obligation to deliver the Goods to the Buyer unless the Buyer submits transport instructions for the Goods to the Seller in writing no later than ten (10) days prior to the agreed time of delivery of the Goods.

2.11. In the event of a claim, the Buyer is not entitled to withhold any payment to the Seller or to withhold the Goods to be returned to the Seller or unilaterally set off its claims towards the Seller. The Buyer's claim(s) will be solved separately, with no impact on the Buyer's duty to pay the purchase price of the Goods on or before the agreed upon due date.

2.12. Partial deliveries of the Goods are allowed.

2.13. Weight of the Goods ascertained on the Seller's scales is binding for both Parties.

2.14. If the Goods are not delivered to the Buyer despite delivery of the dispatch advice for the Goods, the Buyer is obliged to inform the Seller immediately in writing no later than twenty-one (21) days from the Buyer's receipt of the dispatch advice.

2.15. If the Buyer is obliged to procure transportation for the Goods, the Buyer is obliged to take over the Goods from the Seller no later than five (5) days from the date of receipt of the Seller's Advice Note.

2.16. If the Buyer violates previous section 2.15., the Seller is entitled to:

- Dispatch the Goods on the costs and risk of the Buyer, or
- Store the Goods on the costs and risk of the Buyer in the warehouse of the Seller or in a warehouse of any third party. If the Seller stores the Goods in the Seller's warehouse, the Seller is entitled to charge the Buyer the cost of storage in the amount of EUR 0.08 per each ton of Goods for each started day of storage. If the Goods are stored in a third party's warehouse, the Seller is entitled to charge the Buyer the cost of storage charged by such third party.

2.17. It is expressly understood and agreed that any credit and payment terms extended to the Buyer by the Seller are expressly contingent upon periodic credit review of the Buyer's overall financial condition and approval by the Seller in its sole and absolute discretion. Credit review requires the disclosure of financial information. The Buyer shall provide financial information to the Seller as reasonably requested that is sufficient to complete the required credit review and approval. If at any time the Seller reasonably believes that the Buyer is, or may become, unable to perform its obligations hereunder, the Seller may alter the payment terms or require that the Buyer provide the Seller with security for, or other assurance of, performance, in either case acceptable to the Seller, acting reasonably. If the Buyer fails to provide such security or assurance or fails to make payment in accordance with the payment terms, any such failure will constitute a substantial breach of the Contract by the Buyer permitting the Seller or NIPPON STEEL CORPORATION, its subsidiaries and affiliated companies to suspend scheduling, production, shipment or delivery of the Goods under the Contract or any other contract between the Buyer and the Seller or NIPPON STEEL CORPORATION, its subsidiaries and affiliated companies. Such conditions are binding for the Buyer from the date of notification by the Seller.

2.18. The Buyer agrees that as a condition of (i) selling a material portion of its assets, or (ii) selling or exchanging, or causing to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of the Buyer, the prospective purchaser must agree to assume the the Contract**,** without modification, including, without limitation, increases to the prices of steel supplied pursuant to the Contract. In the event of a change of control, the Seller may require the Buyer to provide to the Seller financial data to assure the Seller of the Buyer´s continuing ability to fully discharge its payment obligations hereunder and perform for the remainder of the Contract duration after the change in control. In addition, if the Buyer (i) sells a material portion of its assets, or (ii) sells or exchanges, or causes to be sold or exchanged, a sufficient amount of its stock that directly or indirectly effects a change in the control of the Buyer, the Seller may terminate the Contract upon written notice to the Buyer, without liability of the Seller to the Buyer, except for the liabilities arising out of the Contract up to the date of the Contract termination.

2.19. The Buyer's date of payment completion is the date when the due amount is credited to the Seller's bank account. If, as regards the bank that is decisive for the payment, the last day of the invoice maturity falls on Saturday, public holiday or bank holiday, the last day of the invoice maturity shall be the last business (banking) day before the Saturday, public holiday or bank holiday.

2.20. The Buyer cannot assign or trade with in any way any rights, claims or obligations arising from the Contract without the Seller's prior written consent.

2.21. In case of reasonable and documented changes in the prices of energy media, raw materials, services, or changes in legislation which affect the price of the Goods, the Seller is entitled to unilaterally adjust the price of the Goods by written notice to the other Party.

2.22. In case of any increase or decrease of actual market transport prices exceeding the amount of five percent (5%), the Seller is entitled to unilaterally make the same change to transport prices by written notification delivered to the Buyer.

2.23. All bank charges outside the Seller´s bank are for the Buyer´s account.

Article 3. Title to and risk of loss or damage to the Goods

3.1. The risk of loss or damage to the Goods shall pass from the Seller to the Buyer according to the agreed delivery conditions.

3.2. Title to the unprocessed Goods will pass from the Seller to the Buyer at the moment when the payment of price of Goods is credited to the Seller's bank account.

Article 4. Transport tools, transport dispositions and transportation of the Goods

4.1. Tarpaulins, tops and any packing materials of the Goods are considered non-returnable transport aids, and the cost of their disposal and storage shall be borne by the Buyer.

4.2. If the delivery of the Goods is provided on the Seller's metal pallets ("Pallets"), the Buyer is obliged to return the Pallets to the Seller in a usable condition no later than thirty (30) calendar days from the delivery date of the Goods, unless otherwise agreed.

4.3. The return of the Pallets shall be performed by truck transport - the Seller shall provide the truck (LKW) at its own costs and the Buyer must load such truck according to the Seller's instructions.

4.4. The loading area of the truck must be fully loaded and the Pallets must be laid at each other.

4.5. Each dispatch of the truck loaded with Pallets must be notified in advance to the Seller's Transport Division to e-mail: jdzuren@sk.nipposteel.com.

4.6. Transport of Pallets will be procured by the Seller's Transport Division tel. No.: +421917656964, e-mail: jdzuren@sk.nipposteel.com.

4.7. If the Buyer violates the obligations stated in this Article, the Seller is entitled to invoice the Buyer for the cost difference between the full transport Tariff and the rebate.

4.8. If the Buyer violates its obligation to return the Pallets to the Seller as per this Article 4, the Seller is entitled to charge the Buyer for the Pallet purchase price in amount of EUR 480/pc and the Buyer is obliged to pay the invoice. Prices are stated without VAT, which will be added to the price upon invoicing of Pallets according to valid legal regulations.

4.9. If the Seller delivers the Goods to the Buyer by rail, the Buyer is obliged to accept the wagons for unloading the Goods from the carrier without undue delay, but no later than within 12 hours from the date of the notified shipment of the wagons for unloading. The Buyer is obliged to unload and return the wagons to the carrier within 24 hours of the delivery of the wagons to the Buyer. If the Buyer fails to meet the deadlines specified in this paragraph 4.9, the Seller shall be entitled to the contractual penalty to be paid by the Buyer in the amount of EUR 24/day/wagon.

4.10. In case of Goods dispatch by private wagon (i.e. wagons marked with letter P before the wagon´s number in domestic or international freight railway bill) the Buyer undertakes to unload the wagon and to submit the empty wagon to the back transport within 24 hours from its acceptance in the loaded state. The Buyer shall ensure, at its own expenses, the submission of empty wagon according to the CUV specimen which the Buyer receives from the Seller (MGalajda@sk.nipposteel.com, RailwayNSSK@sk.nipponsteel.com). In case the empty private wagon is not submitted within the mentioned period or the CUV instructions for the return of empty private wagon are not observed, the Seller shall be entitled to the contractual penalty to be paid by the Buyer in the amount of EUR 24/day/wagon.

4.11. The Buyer is obliged to handle carefully and safely with private wagons so that the wagons are not damaged. In case the Buyer damages the wagon, the Buyer must immediately contact the Seller - e-mail address: MGalajda@sk.nipponsteel.com.

4.12. The Seller reserves the right to charge the Buyer for all expenses connected with the repair of the wagon.

4.13. If the Buyer accepts the Goods by the private wagon and founds out that the wagon is damaged, it is obliged to report this damage to the Seller - e-mail address: MGalajda@sk.nipponsteel.com and must attach a photo documentation of the damaged wagon. If it doesn't do so and this damage is found out after the return of empty private wagon, the Seller reserves the right to charge the Buyer for all expenses connected with the repair of damaged private wagon.

4.14. If the Seller delivers the Goods to the Buyer by truck, the free time for the Goods unloading from the truck is two hours free of charge from the arrival of the truck to the unloading. In case the free time of truck unloading is exceeded, the Seller reserves the right to charge the Buyer the contractual penalty in the amount of EUR 30 for each started hour.

The following provisions 4.15. – 4.20. on transport of the Goods shall be applicable and binding on the Buyer who carries out transportation of the Goods in its own name and on its own account or via carrier:

4.15. The Buyer shall follow the document "Cargo Securing Guidelines for Road Transport of NIPPON STEEL SLOVAKIA s. r. o." (hereinafter referred to as the "Guidelines") available on the website www.sk.nipponsteel.com; part PRODUCTS - LOGISTICS - GUIDELINES FOR ROAD TRANSPORT. These Guidelines contain a manual for loading staff and drivers. The Buyer undertakes to provably familiarize the drivers with those Guidelines and to comply with all the provisions set out in these Guidelines regarding the Buyer's obligations.
Furthermore, the Buyer shall:

- after the loading process and leaving the loading area is completed, properly secure the Goods against movement with a sufficient number of lashings, anti-slip mats and equipment for protection of lashings against sharp edges of the load, and where the Seller requires, also with the necessary number of stanchions, and cover the vehicle with a tarpaulin,
- equip the vehicle with a sufficient number of lashings with a minimum lashing capacity (LC) of 2,000 daN and standard tension force (STF) of 500 daN for securing the load – at least 20 pieces for vehicle + semi-trailer and vehicle + trailer of category N3 + O4, at least 10 pieces for vehicles with a payload of up to 12 tons, and at least 6 pieces for vehicles with a payload of up to 3.5 tons,
- equip the vehicle with a sufficient number of anti-slip mats with a minimum friction factor of 0.5 under EN 12195-1:2010 and a minimum thickness of 10 mm and a sufficient number of equipment for protection of lashings against sharp edges of the load. The vehicle loading platform must have anti-slip treatment. The loading platform of a semi-trailer of category O4 must have at least 20 pairs of lashing points with a minimum lashing capacity of 2,000 daN or a multi-point lashing system with openings on the semi-trailer sides with a minimum lashing capacity of 2,000 daN/opening; exceptionally, semi-trailers with at least 16 pairs of lashing points with a minimum lashing capacity of (LC) 2,000 daN shall be accepted.

If during loading the Goods the Seller provides the Buyer with a tarpaulin for additional protection of the Goods during transport (hereinafter referred to as the "tarpaulin"), the Buyer shall properly cover the Goods with the tarpaulin in the vehicle before leaving the Seller's loading area. The Buyer shall be liable for any damage to the Goods due to inappropriate use of the tarpaulin. When unloading the Goods, the Buyer shall remove the tarpaulin from the vehicle and loose the lashings directly in the Buyer's unloading area.

4.16. The Seller reserves the right to inspect the proper stowage, fixing and securing of the Goods after loading the Goods in accordance with the Guidelines in the form of making video recordings and/or photographs. The Parties have agreed that video recordings and/or photographs from the post-loading inspection whether the Goods were properly stowed, fixed and secured in accordance with the Guidelines made by the Seller shall be considered as valid evidence in case of any dispute, including legal proceedings.

4.17. The Buyer undertakes not to remove, after loading the Goods, during transport thereof, the securing (technical and protective) equipment with which the Goods were secured during loading the vehicle or the combination of vehicles.

4.18. In case of any damage due to improper stowage, securing and fixing of the Goods, the Buyer shall be liable for such damage in the amount under the CMR Convention. This provision, however, shall not affect the Seller's right to claim damages against the Buyer under Section 603, in conjunction with Section 373 et seq., of the Slovak Commercial Code. In case of a damage-causing event, the Buyer shall give its statement on the damage-causing event within 15 days of the occurrence thereof. If the damage-causing event is not settled within 30 days of the occurrence thereof for any reason on the Buyer's part, the Seller shall have the right to claim the compensation of such damage, as well as of all costs connected with investigation of the damage-causing event, against the Buyer in full.

4.19. If the Buyer does not have a vehicle equipped with the necessary technical and protective equipment specified above, the Seller shall be entitled to equip the vehicle with the necessary technical and protective equipment. The driver of the carrier's vehicle shall confirm the supply of the technical and protective equipment on the loading list. The Seller shall then issue the Buyer an invoice for the supplied technical and protective equipment and the Buyer undertakes to pay such an invoice by the due date agreed in the Contract.

4.20. If the Buyer uses carrier to arrange the transport, the Buyer shall be liable therefor as if the transport was performed by the Buyer itself.

Article 5. Liability for defects of Goods

5.1. The Seller manufactures the Goods according to agreed (international, domestic or other) technical specifications for dimensional, mechanical, physical, surface or other agreed characteristics. In order to make them contractually binding, the technical specifications and/or any additional requirements of the Buyer must be set forth clearly in the Contract. Such technical specifications constitute the exclusive and sole representations of the Seller concerning the quality, capabilities and features of the Goods, and there are no other warranties or obligations of the Seller concerning the quality, capabilities and features of the Goods. The Parties agree that Article 35(2) of the CISG shall not be applicable to the contractual relation between them. The Seller does not guarantee that the Goods are fit for the ordinary purposes for which such Goods are generally used, nor for any particular purpose of the Buyer, and the Buyer agrees that it is not relying on the Seller's professional skill and/or judgment. If the purpose of use of the Goods is stated in a Contract, such a statement is of an informative nature only.

5.2. The Goods may be used in accordance with the applicable law only. The Buyer is fully responsible to comply with the applicable law when using the Goods.

5.3. The Buyer must examine the Goods, or cause them to be examined as soon as practicable after delivery of the Goods. The Buyer shall lose its entitlement to claim liability for defects of the Goods and the Seller shall not be liable towards the Buyer for any damage due to obvious defects of the Goods, if the Buyer a) fails to examine the Goods, b) fails to notify the Seller of obvious defects within the time limit in section 5.6 letter a) of the GDTC, or c) processes the Goods containing obvious defects. Obvious defects shall mean any and all defects that the Buyer found out, or should have found out by exerting professional care, during examination of the Goods, regardless of when such defects were revealed.

5.4. If the Buyer breaches any of its obligations with respect to the care of the Goods during transport, warehousing, examination or inspection as set forth in the Contract, Recommendations for Customers or other related regulations, the Seller reserves the right to reject any claim for the defective Goods. The Seller shall also be relieved from liability for damage due to defects of the Goods caused by breach of such obligation.

5.5. The Seller provides to the Buyer a warranty with respect to the quality of the Goods for a period of six (6) months from the date of delivery of the Goods. The quality warranty covers the defects that resulted from natural change of the physical or chemical features of the Goods (such as corrosion, material aging etc.).

5.6. The Buyer is obliged to notify the Seller of the nature and specifics of the defects of the Goods as follows:

a) obvious defects of the Goods as well as differences in quantity of the Goods without undue delay (no later than 8 days) from the day of the Goods examination that the Buyer is obliged to perform under section 5.3.,
b) all hidden defects and defects covered by the quality warranty without undue delay after discovery by the Buyer, but not later than within the period of time stated by the law or for the defects covered by quality warranty, within the warranty period.

5.7. Each such notice shall be sent by courier, registered letter or other appropriate means that confirm receipt by the Seller and shall include copies of the following documents and data:

- Duplicate of Bill of freight (CMR, CIM, B/L),
- The number of both the relevant Contract and invoice,
- Identification data of the allegedly defective Goods (coil/bundle number, steel grade, dimensions, claimed amount, etc.),
- A description of defects including their accurate and complete photo documentation, including the photo documentation of the damaged Goods loaded on the relevant transport vehicle (truck, wagon, ship, etc.), if the defect was detected during transport, and
- Buyer's preliminary evaluation of the damage on the allegedly defective Goods.

5.8 If the Goods were damaged during transport, or damage was detected during transport and if according to the Contract the Seller will be assumed to be liable for such damage, then Buyer is obliged to notify the Seller of damage to the Goods and enclose with such notice the following documents:

- A damage report including a preliminary evaluation of the damage to the Goods including the photo documentation of the damaged Goods loaded on the relevant transport vehicle (truck, wagon, ship, etc.),
- A commercial report confirmed by the forwarder,
- The Bill of freight (CMR, CIM, B/L),
- Any existing survey report,
- The number of both the relevant Contract and invoice,
- Identification data of the allegedly damaged Goods (coil/bundle number, steel grade, dimensions, claimed amount, etc.).

If the Seller has provided insurance of the Goods during transportation, in the name and on Buyer´s account, then the Buyer must follow the instructions stated on the applicable Certificate of Insurance. If the damage exceeds five thousand EUR (EUR 5000,-), the Buyer must provide for evaluation of the damage of the Goods by an accident officer appointed by the Seller.

5.9. No claim entitles the Buyer to refuse to make payment or to refuse to take over the other deliveries from the Seller.

5.10. The Buyer shall store all the Goods on which it is making a claim against the Seller separately, in their original condition, for review by representatives from the Seller's Customer Technical Service Department, in the case of the Buyer´s request, by an accident officer of carrier. At a minimum, the Buyer shall inspect ten percent (10%) of each coil or bundle. The Buyer is not entitled to use or sell the Goods on which it is making a claim without the Seller's prior written consent - any such use or sale without the Seller's prior written consent shall be conclusive evidence that the Goods were delivered without defects and in accordance with the terms of the Contract. The Buyer is not entitled to compensation for the defective Goods if it has not provided the Seller with a reasonable opportunity to inspect them or if the Goods are not available for inspection.

5.11. If the Seller recognizes the Buyer's claim, the Seller is entitled to either (a) replace the defective or missing Goods within a reasonable amount of time, or (b) provide an adequate price discount.

5.12. No quality claims are acceptable for "not the first-class" or "non-prime" Goods.

5.13. If the Contract specifies that the Goods are to be delivered not packed or not oiled cold rolled or hot rolled or hot dip galvanized Goods, the Seller shall not be responsible for any corrosion.

5.14. The Goods delivered to the Buyer as Cold Roll Full Hard are shipped directly off the cold rolling mill with residual cold rolling mill oil on the strip surface. The thickness of the Goods at the strip ends on the outside is considered to be in compliance with the agreed tolerance.

5.15. The Seller guarantees ninety-seven percent (97%) of prime quality for individual coils delivery.

5.16. The Seller is not liable for defects of the Goods caused (a) by a breach of Recommendations for Customers, (b) by non-standard, unqualified or unsuitable storage, use, installation or testing of the Goods, (c) by reasons related to assembly of the Goods with other non-authorized Goods, (d) by attempts to modify or repair the Goods without the

Seller's prior written authorization, (e) by reasons related to unsuitable handling, transport or storage of the Goods, or (f) by any reason other than the standard use of the Goods.

Article 6. Force Majeure

6.1. Neither Party shall be liable for delay, or complete or partial failure to perform its obligations under the Contract, to the extent that its performance has been prevented, delayed or hindered due to an event of extraordinary nature beyond the reasonable control of the affected Party, which could not have been reasonably foreseen or avoided, including but not limited to natural disasters, wars, war operations of various kinds, rebellions, civil commotion, sabotage, revolutions, acts of piracy, explosions, fires, flooding, general strikes, lockouts, official interventions of legal as well as illegal nature, or other circumstances occurring independently of the will of the Party, outside of control of the Party and which could not have been prevented, avoided or overcome (each a "Force Majeure Event").

6.2. The Party affected by complete or partial inability to perform its obligations arising from the Contract due to a Force Majeure Event is obliged to inform the other Party in writing about occurence/termination of such Event within ten (10) days, with fax/email advice being confirmed by original advice sent within next ten (10) days after occurence/termination. The affected Party shall, if requested, provide confirmation of such Force Majeure Event from the Chamber of Commerce of the location thereof, or demonstrate the existence of such Force Majeure Event another reliable manner.

6.3. If a Force Majeure Event lasts for less than sixty (60) consecutive calendar days, the Parties shall retain their rights and obligations under the Contract, and the time for performance of such obligations, as well as the validity of the Contract, shall be extended by the duration of such Force Majeure Event.

6.4. If a Force Majeure Event lasts for sixty (60) or more consecutive calendar days, any Party shall be entitled to terminate the Contract effective at the moment when such notice is delivered to the other Party, without any further right or obligation for compensation of damages, except for damages which occurred prior to the commencement of, or which are unrelated to the such Force Majeure Event.

6.5. A Party that fails to provide notice to the other Party, as required in section 6.2. herein, shall be obliged to compensate the other Party for all damages caused as a result of such failure.

Article 7. Sanctions, Confidentiality and Publicity

7.1. If the Buyer fails to pay the price for the Goods within the agreed upon payment term, the Seller is entitled to charge the Buyer late payment interest in the amount of 0.05% of the outstanding sum per each day of delay.

7.2. The Seller shall be entitled to contractual penalty (in addition to full compensation for damages) to be paid by the Buyer in the amount of twenty percent (20%) of the price of the total volume of the Goods according to the Contract for every single violation of the Contract by the Buyer with the due date thereof on the day following the day of delivery of the bill for contractual penalty to the Buyer.

7.3. The Seller considers any data stated in the Contract and any information or documents submitted to the Buyer in relation to the Contract confidential and the Buyer shall be obliged not to disclose them or allow access to them in any form to any third person, except as stated by law, required by state authority, court (including arbitration) or the Seller´s insurance contract. Disclosure of the afore-mentioned information by the Seller within NIPPON STEEL CORPORATION, its subsidiaries and affiliated companies, as well as disclosure to tax, legal or other advisors, consultants, auditors or insurers of the Seller who are bound by professional or contractual confidentiality commitment, shall not be considered as a breach of this provision.

7.4. The Seller is not liable for compliance with the law valid in the State of import or transit of the Goods, unless such compliance is stated clearly in the Contract.

7.5. Except with prior written consent of the Seller, the Buyer is not entitled to present in any form the Seller as the Buyer's business partner or use the Seller's trade name or the Seller's logo for the Buyer's promotion, propagation or advertisement of the Buyer's business activities or in any declarations of the Buyer for media.

7.6. The Buyer takes due note of the fact, that the Seller, within the frame of Customer relationship management (CRM) and with the aim of continuous improvement of services provided to buyers and their satisfaction, records whole sales process as of the first contact with the Buyer, especially via automated archiving of whole bilateral e-mail communication, all in accordance with valid legal regulations.

7.7. The Buyer shall to familiarize itself with the privacy Notice on the Processing of Personal Data of the Seller (hereinafter also as "Notice"), that is placed on the website internet site of the Seller – part personal Data Protection http://www.sk.nipponsteel.com/en/about-us/gdpr/personal-data-protection-intro and familiarize it´s employees and any other data subjects as well as other data subjects, whose personal data the Buyer will provide to Seller with the content of the Notice, and this before first providing of personal data of the data subjects to Seller, in any form possible. The Buyer shall ensure that its employees and/or other persons designated by the Buyer are duly informed of the rights and obligations laid down by all applicable data protection laws and regulations, as well as of the liability arising from any breach of statutory obligations, in particular of the obligation to maintain confidentiality with respect to personal data to which they may gain access. Such persons shall not use such personal data for their own purposes and shall not disclose, provide, make available or otherwise grant access to such personal data to any third party without the Seller's prior consent.

7.8. The Buyer shall to provide the Seller only complete, correct, up-to-date, and accurate personal data of data subjects (especially but not limited to statutory organs, employees, other contact persons) in accordance with Regulation (EU) of the European Parliament and Council No. 2016/679 on personal data protection (GDPR) and inform Seller without undue delay any and all changes and updates.

Article 8. Contract avoidance

8.1. Either Party is entitled to declare the Contract avoided by written notice to the other Party:
- a) if the other Party repeatedly violates the Contract, or
- b) if the other Party commits a substantial breach of the Contract. Substantial breach of the Contract shall mean mainly a violation of payment conditions, the Buyer's delay with payment of any of the Seller's receivables (regardless of the cause of its legal origin) against the Buyer arising from any contract, violation of obligation to secure payment of purchase price of the Goods or non-takeover of stated volumes of the Goods in agreed terms as well as refusal to assist during delivery, or
- c) upon reasons stated in the Contract.

8.2. The avoidance of the Contract shall be effective on the day of delivery of written notice of avoidance of the Contract to the other Party.

Article 9. Liability for damages, Inspections and Audits

9.1. The liability of the Seller towards the Buyer for any damages is at all times limited to the amount of purchase price paid by the Buyer according to the respective Contract.

9.2. In no event shall the Seller be liable to the Buyer for indirect damages, including, without limitation, damages related to loss of production, loss of profit or expected profit, loss of expected future sale, good will damages, extra costs (e.g., costs of retransport of products, costs of products recall, etc.), loss of use, attorney´s fees and expenses and contractual penalties, other sanctions or any claims imposed on Buyer by third parties, whether based upon breach of the Contract, warranty or due to other reasons. The Seller is not liable for damages that could not have been foreseen. This limitation of liability is not applicable if the damage was caused by the Seller to the Buyer as a result of willful misconduct.

9.3. In no event shall the Seller be liable to the Buyer for any damages incurred as a result of Buyer or Buyer´s processing any Goods with obvious defects.

9.4. Except in the case of Seller's intentional misconduct or the Seller's gross negligence, the Seller accepts no liability for damage suffered by the Buyer's personnel or damage suffered by any third persons participating in the performance of the Contract.

9.5. The Buyer is responsible towards the Seller for the compliance of any of The Buyer's employees or any persons assigned by the Buyer who are located within the Seller's premises with all valid regulations related to Safety Work, Fire Protection, Seller's Work Order or Seller's Ethical Code. In case of violation of this obligation, the Seller is entitled to expel any such non-compliant persons from the Seller's premises and cancel their entrance permits to the Seller's premises. The Buyer is also liable towards the Seller for all damages suffered by the Seller due to violation of such obligation of the Buyer.

9.6. The Buyer shall ensure that all of its employees or other persons assigned by the Buyer entering the Seller's premises in relation to the loading of the Goods use the personal protection aids in accordance with the applicable legal regulations and the Seller's regulations. The vehicle will not be allowed to enter the premises of the Seller without the following required equipment for each person entering: safety helmet, safety glasses, work gloves, work clothing (boilersuite), work shoes. Before entry into the individual discharge places, each person must be wearing and use the required equipment. If a person is not wearing the required equipment, such person will be escorted from the Seller's premises. In the case of a failure or refusal to meet the said safety regulations, the Buyer's employees or other persons assigned by the Buyer shall not be allowed to enter the premises of the Seller.

9.7. If fulfillment of the subject matter of the Contract requires entry of passenger vehicles, trucks or other utility motor vehicles of the Buyer to the premises and facilities of the Seller, the Buyer shall be required to notify its employees and persons authorized by the Buyer about the prohibition to transport other persons (including minors and juveniles) as well as passengers in these motor vehicles who are not employees or authorized persons of the Buyer. If this prohibition is violated the vehicles shall be prohibited from entering the premises of the Seller and facilities of the Seller. The Buyer shall be held responsible for damage resulting from violation of this prohibition. The Buyer shall be required to enforce this prohibition with its subcontractors via its respective subcontracts.

Article 10. Economic sanctions

10.1. The Buyer represents and warrants that it complies, and will continue to comply during the term of the Contract, with all applicable economic sanctions and trade restrictions imposed or administered by the Slovak Republic, the European Union, the United Nations Security Council and the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other applicable sanctions authority ("Sanctions"). These Sanctions may restrict or prohibit dealings with certain countries, territories, governments, entities and individuals.

10.2. The Buyer further represents and warrants that neither the Buyer, nor any person or entity that directly or indirectly owns or controls the Buyer, is subject to Sanctions, is owned or controlled by a person or entity subject to Sanctions, or is located, organized or resident in a country or territory subject to comprehensive Sanctions, including Cuba, Iran, North Korea, Syria, Crimea, and the non-government controlled areas of Ukraine in the oblasts of Donetsk, Kherson, Luhansk and Zaporizhzhia, as may be amended from time to time (each such person, entity, country or territory, a "Sanctioned Party").

10.3. The Buyer further represents and warrants that none of the Goods or services that it is receiving from the Seller will involve, require interaction with, concern, or relate to, in whole or in part, any Sanctioned Party or its assets or products.

10.4. Any breach of this Article 10 shall be considered a material breach of the Contract.

10.5. The Buyer shall indemnify, defend and hold harmless the Seller and its officers, directors and employees against any claims, losses, damages, costs, penalties or expenses arising from any actual or alleged breach of this Article 10 by the Buyer or its agents. The Seller may, without liability, reject, suspend or cancel any transaction, refuse performance or terminate the Contract or any related agreement, in whole or in part, if the Seller reasonably believes that the transaction, goods, services, the Buyer or its agent may involve a Sanctioned Party, violate Sanctions, or expose the Seller to Sanctions risk. The Buyer will pay all penalties and damages incurred as a result of its breach of the terms of this Article 10.

Article 11. Anti-bribery commitments

11.1 The Buyer shall comply, and shall ensure that its owners, directors, officers, employees, representatives, agents, subcontractors and other persons acting on its behalf comply, with all applicable anti-corruption and anti-bribery laws and regulations, including the laws of the Slovak Republic, the European Union and, where applicable, the U.S. Foreign Corrupt Practices Act. The Buyer shall conduct its business in an honest, lawful and ethical manner and shall not engage in any conduct that would constitute bribery, corruption, extortion, kickbacks, facilitation payments, or other improper means of obtaining or retaining business or securing any improper advantage.

11.2. Without limiting the above, the Buyer shall not, directly or indirectly, offer, promise, give, request, accept, authorize or provide any money, gift, payment, benefit or anything of value to any public official, political party, candidate, customer, supplier, business partner or any other person for the purpose of improperly influencing any act or decision, obtaining or retaining business, rewarding improper performance, or securing any other improper advantage in connection with the Contract or the Seller's business. This prohibition applies whether the conduct is carried out by the Buyer itself or through any third party acting for or on behalf of the Buyer.

11.3. The Buyer shall immediately notify the Seller of any actual, suspected or alleged breach of this clause, any request or demand for an improper payment or advantage, or any investigation, inquiry, claim or proceeding relating to bribery, corruption or similar misconduct involving the Buyer or any person acting on its behalf. The Buyer shall fully cooperate with the Seller in reviewing or investigating any such matter and shall promptly

provide all information, documents and assurances reasonably requested by the Seller. The Seller may immediately terminate or withdraw from the Contract, without penalty and without prejudice to any other rights or remedies available to it, if the Buyer breaches this clause, fails to cooperate or provide satisfactory assurances of compliance, or if the Seller has a reasonable good faith basis to believe that a breach has occurred or may occur.

Article 12. Sustainability, ESG and Responsible Business Conduct

12.1. The Seller conducts its business activities in compliance with all applicable laws and regulations governing environmental protection, human rights, employment relations, occupational health and safety, anti-corruption measures and other areas related to responsible business conduct.

12.2. Upon the Buyer's written request, the Seller shall provide available information relating to the environmental, social and governance (ESG) aspects of the Goods supplied, provided that such information is required for the Buyer to comply with its legal or regulatory obligations, in particular in the area of ESG reporting, sustainability or similar requirements.

12.3. The Seller shall not be obliged to provide any information constituting a trade secret, confidential information, or information that is not ordinarily available, or the provision of which would impose an unreasonable administrative burden on the Seller.

12.4. Should the Buyer request verification of the ESG information provided by means of an audit or similar review, the scope, method and conditions of such review shall be subject to the Parties' prior written agreement. Any such review shall not unreasonably interfere with the Seller's operations nor result in the disclosure of confidential information unrelated to the subject matter of the Contract.

12.5. The Parties undertake to provide each other with reasonable cooperation in fulfilling obligations arising from applicable laws and requirements relating to sustainability, ESG reporting and related regulatory frameworks, to the extent that such obligations relate to the subject matter of the Contract.

Article 13. Final provisions

13.1. Any and all previous agreements, or understandings of any nature whatsoever made between the Parties which relate to these GDTC shall be superseded by these GDTC.

13.2. Each Party shall immediately notify the other Party in writing regarding any changes to its business license or company register data which have a direct impact on terms and performance of the Contract, or any official commencement of liquidation, bankruptcy procedure or other similar procedure.

13.3. Amendments to the Contract shall be in writing and signed by duly authorized representatives of both Parties.

13.4. Legal relations arising out of the Contract, not treated herein, as well as all out-of-contract claims arising in connection with the Contract are fully governed by the law of the SR, without respect to its other conflict of law principles. Parties have agreed that the courts of the SR have exclusive jurisdiction over the resolution of all disputes arising out of or in connection with the Contract, including, without limitation, disputes over the validity, interpretation or termination of the Contract, and any dispute, not resolved by the agreement of the Parties, shall be submitted for decision to:
- the Municipal Court Kosice, as the locally competent court of the Seller in the SR, if the Buyer has its home address or seat outside the SR, or
- the materially and locally competent court in the SR, if the Buyer has its home address or seat in the SR.

13.5. Should any provision of these GDTC be invalid, this shall not affect the other provisions hereof.