



General purchasing terms and conditions of Oryx Stainless España S.L.U.

Muelle Comercial, s/n, Oficinas 2ª Planta, 08800 Vilanova i la Geltrú (Barcelona),

Registered in the Barcelona's Commercial Registry, Sheet B-551458, Volume 47425, Folio 204 – NIF: B-01793389

1. Scope

These general purchasing terms and conditions (“General Purchasing Terms”) of Oryx Stainless España S.L.U. (“ORYX”) laid down in the following text shall govern all engagements given to ORYX and all purchases agreements of scrap materials, raw materials and similar materials entered into between ORYX and the seller (the “Seller”).

ORYX and the Seller are referred to jointly as the “Parties” and individually as a “Party”.

All references by Seller to its own general terms and conditions, howsoever named, and done in whichever stage of the realization of an agreement entered into with ORYX, are expressly left without effect. In the event that these General Purchasing Terms deviate from the written terms and conditions, howsoever named, of the Seller, the conditions herein will prevail, unless and insofar as the applicability of the written conditions of the Seller has been expressly accepted by ORYX in writing.

The General Purchasing Terms shall govern all future business relationships and purchase contracts between ORYX and the Seller and shall replace any general terms and conditions issued at any earlier point of time by ORYX. Individual agreements with the Seller (including side agreements, additions, annexes and amendments) will have priority over these General Purchasing Terms. The content of any individual agreement is defined by ORYX's written contract or written confirmation.

2. Contract and Payment

A purchase agreement is deemed to be concluded by the written confirmation thereof by ORYX. This written confirmation by ORYX, irrespective of its form, shall count as conclusive evidence of what has been agreed (price, quality, delivery terms, payment terms), unless the Seller immediately raises objections to the written confirmation. The mere making of an offer by ORYX shall not bind ORYX, unless ORYX has expressly stated otherwise in writing.

Prices and quality definitions as defined by ORYX's written purchase confirmation or purchase contract are binding. The Seller shall attach all documentation required for verification of the delivery being made as according to the agreement. Seller's invoice shall comply with all legal requirements in Spain for such documents. The Seller does not have the right to offset receivables against one company of the ORYX Stainless Group with payables to another company of the ORYX Stainless Group. ORYX could use in some cases a self-billing procedure and issue credit notes to the Seller. Credit notes are issued including the potential cost for claims or refusal cost and are issued to the Seller in writing. The Seller, entering into a contract with ORYX, accepts the potential of self-billing procedure of ORYX.

Concluded supply contracts may not be assigned to third parties without ORYX's prior written consent.

3. Delivery

The delivery time(s) and delivery date(s) as defined in the written purchase agreement are binding. If no specific delivery time or delivery date has been agreed upon in writing, the delivery date shall be “prompt delivery”. The Seller shall inform ORYX immediately in writing about any circumstances or any information available to him, which makes it evident that agreed upon delivery times or delivery dates cannot be fulfilled.

In case of late delivery, ORYX may set the Seller an additional reasonable period for meeting its obligations and is entitled to claim for fulfillment of its obligations or to terminate the purchase agreement, in case the obligations have not been fulfilled during this grace period, in both cases with right for compensation of damages.

The Seller bears the vicarious liability for any damages, faults or non-performance by any auxiliary person or servant being appointed by him in relation to the fulfillment of its contractual obligations.

In case ORYX, due to force majeure or a strike, is unable to fulfill its contractual obligations or the fulfillment of the contractual obligations is considerably hindered, ORYX is entitled to fully or partially cancel the agreement or to prolong the period for fulfillment without giving the Seller the right to claim any demands.

4. Delivery process

The Seller shall deliver the goods under delivery condition DAP (Incoterms 2020) at ORYX's registered office or CIF Barcelona (Spain) harbor (Incoterms 2020) for container deliveries from outside Europe, unless expressly otherwise stipulated in the agreement. All costs of delivery (e.g. packing, transport, insurance, duties) are for the account of the Seller unless otherwise defined in the written purchase confirmation.

Upon acceptance of the goods, ORYX issues a written receipt note. This note is the only accepted proof of delivery. If a delivery requires weighing, the weight determined by ORYX's calibrated scale or any other appropriate weighting method chosen by ORYX is determining for the settlement of the delivery. ORYX will inform the Seller about the result of the weight and quality inspection as soon as this process is finalized. The Seller has to express his refusal within two working days after the result information has been submitted to him. Without receiving refusal information within this timeframe, ORYX is entitled to use the delivered goods in its scrap processing process.

Deliveries concerning more than one purchase confirmation or purchase agreement have to be clearly separated. Mixing of different product qualities is not allowed unless the agreement defines the products bought as a mix of qualities.

The Seller is responsible to make the delivery following the quantity, quality, description, and packaging as specified in the agreement, and adhering to all legal provisions, especially to environmental and occupational health and safety regulations. Deliveries have to be made according to custom and usage in the industry.

The Seller is responsible for a correct and complete declaration of the delivered goods in all freight documents. The Seller shall be liable for all costs and damages claimed by third parties against ORYX as a result of incorrect or incomplete declarations of goods.

The Seller delivers the goods free from any right of third parties or of the Seller itself. Conditional delivery with extended reservation of title is not accepted.

5. Claims

ORYX shall analyze the delivered goods for potential deficiencies within and appropriate time-line. Detected deficiencies shall be reported to Seller within five (5) working days (excluding Saturdays, Sundays and bank holidays in Spain, Catalonia or Barcelona) after delivery or, in case of hidden defects, within five (5) working days (excluding the aforesaid days) after detection.

ORYX is entitled to warranty claims and claims based upon defects according to the law without any reduction. In any case, ORYX is entitled to choose for either removal of defects or delivery of goods free of any deficiencies. Claims for indemnity remain unaffected by the aforementioned claims.

ORYX is entitled to remove deficiencies at the cost of Seller in case of imminent danger or any other reason which makes urgent removal of the deficiency necessary.

The limitation period for any claim of deficiency shall be thirty-six (36) months as long as no other agreement has been made.

All costs related to claims due to quality deficiencies will be charged to Seller as claim costs. In addition, Seller has to bear any demurrage or storage cost related to the claim.

With the delivery, the Seller declares that he has tested the delivered material for, and warrants that the delivered materials are free from explosive devices, potentially explosive devices, closed blown containers, a material with ionizing radiation or any other material posing a risk to the environment or health.

ORYX is checking delivered material for ionizing radiation, higher than the natural self-radiation. Radiation higher than the natural self-radiation is defined by the detection of higher radiation than the natural background radiation at ORYX's radioactivity detection devices. Results of radioactivity control activities will be documented and sent to the Seller if a higher than the natural self-radiation has been detected. ORYX will inform the relevant authorities if so required by law.

Costs for examination, segregation, storage, additional transport, removal, treatment, potential penalties or fines or any other cost in connection with detected explosive devices, potentially explosive devices, closed blown containers, a material with ionizing radiation, or any other material posing a risk to the environment or health, are for the account of Seller. Seller is liable for any damages to persons or property caused by such material. If legal provisions allow ORYX to return the goods to Seller, Seller is obliged to accept the goods to be returned. Seller shall hold ORYX harmless against any third-party claims concerning the aforementioned hazardous goods.

ORYX may terminate the purchase agreement with immediate effect:

- in the event of non-delivery, if Seller fails to deliver the goods within the defined delivery period or within the additional period (if ORYX decided to grant this additional period) or if Seller declares that it will not deliver within this fixed period.
- in case of any failure by Seller to carry out all or part of its obligations under the agreement, if such failure continues for 5 (five) days after ORYX's written notice to Seller to remedy such breach;
- in case of bankruptcy, moratorium, receivership, liquidation or any kind of arrangement between debtor and creditors, attachment of goods or monies of Seller, change of control, ownership and/or management of Seller, and any other circumstances which are, in ORYX's opinion, likely to materially affect Seller's ability to carry out its obligations under the agreement.

Termination under this article will not render ORYX liable for any damages, costs, compensation, or fees.

If the Seller has failed to comply with its obligations towards ORYX and as a result of the exercise of its rights ORYX incurs costs or sustains loss or damage, ORYX shall be entitled to recover these costs and this loss or damage from the Seller. The aforementioned costs also include the judicial and extrajudicial costs being at least fifteen per cent (15%) of the principal sum, as well as internal and external costs, expert costs, as well as an interest rate of one point fifty per cent (1.50%) a month or part of a month calculated over the loss or damage.

6. Data Protection

The personal data of the natural person(s) acting on behalf of the Seller under the purchase agreement will be processed by ORYX, whose identification details and contact address are given in the heading, as data controller. Personal data may be processed for the following purposes:

- For the performance of the purchase agreement. The processing is strictly necessary for this purpose and its legal basis is the execution of the purchase agreement itself.
- For the sending of commercial communications to the Seller, referring to ORYX products or services similar to those which would have been the object of contracting by the Seller. The Seller may indicate to ORYX at any time its refusal to receive commercial communications. The legal basis for this processing is the legitimate interest of ORYX.

No automated decisions will be made that may affect the Seller. The data will be kept for the entire duration of the purchase agreement and for the time necessary to comply with the legal and contractual obligations related to the execution of the purchase agreement and, where appropriate, to comply with the purpose of sending commercial communications.

Contact Names and Business Phone numbers and business mail addresses.

The data will be processed only by ORYX and by those third-parties to whom it is legally or contractually obliged to communicate them (such as third party service providers to whom a service related to the management or execution of the purchase agreement has been entrusted).

The interested parties may exercise their rights to request access to their personal data, its rectification or deletion, limitation of processing, portability of their data and their right to object to the processing, by sending a written communication to ORYX at the address specified in the heading. They may also lodge a complaint with the competent Data Protection Authority.

7. Notices

All notifications made to ORYX under or in relation to the purchase agreement must be in writing in Spanish or English language by hand-delivery with the other Party's written confirmation of receipt, mail or email, or any other means, provided that there is proof of receipt by the addressee(s).

Notifications to ORYX must be delivered to the following address:

- Address: Muelle Comercial, s/n, Oficinas 2^a Planta, 08800 Vilanova i la Geltrú (Barcelona)
- Telephone: +34 624 62 46
- Email: info@oryx.com

8. Assignment

The Seller's rights and obligations cannot be transferred, either in whole or in part, by the Seller without the prior written consent of ORYX.

ORYX is entitled to transfer the purchase agreement in whole or in part to a third party. The Seller already consents to such transfer.

9. Applicable law and jurisdiction

All agreements concluded with ORYX shall explicitly be governed by Spanish general law ("*derecho español común*"). The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded and shall not apply.

Any dispute which may arise as a result of these terms and conditions and/or as a consequence of the agreements concluded by ORYX and Seller shall be exclusively settled by the competent court in Barcelona (Spain).

10. Final provisions

If any provision of these General Purchasing Terms is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by Spanish law. The parties agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and economic effect of the invalid and/or unenforceable provision.