

1 Introduction

These conditions of sale (the “Conditions”) are an integral part of all offers and agreements for all goods sold by Marcegaglia Stainless Long Products (the “Goods”). Any terms and conditions set out in the Buyer’s order or other Buyer document are rejected and will only have effect if accepted by Marcegaglia Stainless Long Products in writing. An agreement for sale of Goods will be concluded only upon Marcegaglia Stainless Long Products issuance of an order acknowledgment (“Acknowledgment”) or a signed agreement.

2 Offers

An offer from Marcegaglia Stainless Long Products is valid for a period of 5 days from the date of issue, unless otherwise expressly stated in the offer. Notwithstanding the foregoing, Marcegaglia Stainless Long Products may revoke an offer at any time prior to receiving the Buyer’s written acceptance.

3 Material selection

Any advice on material selection or other similar assistance by Marcegaglia Stainless Long Products is made free of charge without any representation or warranty and Marcegaglia Stainless Long Products shall have no liability for any such advice or assistance.

4 Specifications

The Goods shall meet the “Specifications” set out in the Agreement (defined in clause 11) which are the only undertakings Marcegaglia Stainless Long Products has for the Goods e.g. statements in product information, handbooks, web sites, are not binding on Marcegaglia Stainless Long Products.

5 Delivery of the Goods

5.1 Delivery time and term

Agreed delivery date shall mean the date of dispatch from Marcegaglia Stainless Long Products mill, irrespective of Incoterm agreed. Marcegaglia Stainless Long Products is entitled to divide the delivery into lots. If no delivery date is agreed, delivery shall be made according to Marcegaglia Stainless Long Products’ capacity planning. Delivery will be made Ex Works Marcegaglia Stainless Long Products mill (Incoterms 2020) unless otherwise set out in the Agreement.

5.2 Adjustment of volume

In the event the quantity of the Goods is agreed on the basis of weight, the quantity to be supplied can be adjusted by Marcegaglia Stainless Long Products to deviate up to 10% (+/-) from the agreed weight, and the price shall be adjusted accordingly.

5.3 Delay in delivery

Should the delivery of the Goods be delayed, the Buyer’s sole remedy is to cancel the purchase of the Goods which are delayed more than eight weeks. Cancellation shall be in writing.

5.4 Limited liability

The Buyer is not entitled to any compensation or remedies other than expressly set out above, attributable to any delay in delivery of any Goods, except in the event of Marcegaglia Stainless Long Products’ gross negligence.

6 Defective Goods and shortages 6.1 Marcegaglia Stainless Long Products warranty

Marcegaglia Stainless Long Products warrants that the Goods delivered are free from defects (faults) and in agreed quantity when the risk for loss and damage to the Goods transfers to the Buyer according to the Incoterm agreed (“Risk Transfers Date”). The Goods shall only be regarded as defective or otherwise deviating

from the Agreement, if the Goods do not meet the Specifications (“Defect”). Hence Marcegaglia Stainless Long Products is not liable for any function, quality or property other than set out in the Specifications. Any term, undertaking or liability implied, whether by statute or otherwise, relating to quality or fitness for purpose are excluded.

6.2 Buyer notices of complaint

In the event of any Defect or the Goods are not delivered in the agreed quantity (“Shortage”), the Buyer shall give notice to Marcegaglia Stainless Long Products in writing: (i) on the business day after the day the Goods arrived at the named point of destination according to the Incoterm agreed (the “Destination”) for damages incurred during transport and Shortage - possible to detect at normal arrival inspection or (ii) for other Defect and Shortage, within two weeks from the day the Buyer noticed or should have noticed the Defect or Shortage . If notification is made after the dates stated above or clause 14, Marcegaglia Stainless Long Products is not obligated (liable) to perform any remedy or pay any reduction in price related to such Defect or Shortage.

6.3 Remedy

In the event of any Defect, Marcegaglia Stainless Long Products shall, at its own expense and at its sole discretion, either rectify the Defect or deliver replacement Goods. In the event of a Shortage, Marcegaglia Stainless Long Products shall deliver the missing quantity. The delivery of replacement or missing Goods shall be made within the normal time it takes Marcegaglia Stainless Long Products to produce new Goods (if needed) and transport it to the Destination. Defective Goods shall be handed over to Marcegaglia Stainless Long Products at the Destination at the same time as the replacement Goods are delivered, if not, the Buyer shall pay Marcegaglia Stainless Long Products scrap value for the Goods not delivered.

Instead of correcting a Defect or Shortage, Marcegaglia Stainless Long Products has the right to reduce/credit the price for the Goods with an amount equal to the price for the missing or Defective Goods less (minus) the latter’s scrap value.

6.4 Limited liability

Apart from the remedies and compensation expressly set out above, the Buyer is not entitled to any compensation or remedies with respect to any Defect or Shortage, except in the event of Marcegaglia Stainless Long Products’ gross negligence.

7 Force majeure

“Force Majeure” is an impediment beyond a party’s reasonable control such as war, terrorism, fire, explosion, flooding or other extreme weather, major machine break- down, strikes, lockouts and other labour disputes, epidemic, trade disputes, refusals to grant licences, which the party could not reasonably have avoided or overcome. Delay or failure by a party to perform its obligations due to a Force Majeure event shall not constitute a breach of contract with the effect that the affected party is relieved from liability in damages and any other contractual remedy for breach of contract during the time the Force Majeure persists. The time for performance shall be extended by a period equivalent to the time the Force Majeure persists. If Force Majeure persists for more than three months, either party shall be entitled to terminate the Agreement in respect of Goods not yet delivered to the Buyer. In the event of such a termination, neither party will be entitled to any damages or other compensation.

8 Retention of title

(i) Marcegaglia Stainless Long Products holds the title to the Goods delivered until the Buyer has made full payment for the Goods. (ii) Marcegaglia Stainless Long Products also holds title to the Goods delivered until the Buyer has made full payment of all other monies due from the Buyer to Marcegaglia Stainless Long Products. (iii) Until the title passes, Marcegaglia Stainless Long Products has the right to recover the Goods in the Buyer's possession or control and Marcegaglia Stainless Long Products is hereby given the right to enter any land or building where the Goods are stored to collect the Goods. (iv) If the Buyer processes the unpaid Goods into/or to form part of a "New Object", Marcegaglia Stainless Long Products is granted title to the New Object proportionate to the value of the unpaid Goods in the New Object until such time as it has received full payment for the original Goods. (v) If the Buyer sells any unpaid Goods or New Object, the Buyer hereby assigns to Marcegaglia Stainless Long Products a proportion of its claim on any third-party equivalent to the debt for the unpaid Goods/New Object sold. (vi) Each sub clause (i)-(v) above shall have effect as a separate clause and accordingly in the event of any of them being unenforceable for any reason, the others shall remain in full force and effect.

9 Payments, VAT and overdue interests

Agreed prices are exclusive of Alloy Surcharges, Value Added Tax (VAT) and any other taxes or duties unless otherwise expressly agreed. Alloy Surcharge will be added in accordance with Marcegaglia Stainless Long Products' surcharge ruling at the date of dispatch for each lot of Goods unless otherwise expressly agreed. If Marcegaglia Stainless Long Products is required pay VAT and VAT related penalties due to Buyer not providing correct VAT number or sufficient evidence of export/intra-EU shipment, the Buyer shall reimburse Marcegaglia Stainless Long Products such costs.

If not otherwise agreed in writing, the Buyer's payments under the Agreement shall be made within 30 days from the date of invoice. If Buyer at date of dispatch is not approved for credit insurance by Marcegaglia Stainless Long Products' credit insurance company or have overdue invoices to any Marcegaglia Group Company, Marcegaglia Stainless Long Products is entitled to request advance payment or other security as a condition for delivery of the Goods. Should Buyer refuse to take delivery, the Buyer shall pay for the Goods as if it is delivered. If the Buyer has not made payment in accordance with the Agreement, the Buyer shall pay overdue interest on the amount outstanding at a rate of 7 percent per annum above the three-month Euribor (Euro Interbank Offered Rate) interest rate, from the due date to the payment date. The interest shall be adjusted every three-months from the due date.

10 Compliance with laws, sanctions and ethics

Both parties undertake to (i) comply with all applicable anti-corruption and anti-money laundering laws & regulations, (ii) standards & principles of Marcegaglia Code of Ethics and (iii) not sell or supply the Goods to or to be used in, any

territory or by any individual or entity in breach of any sanction regulation, export restriction and other restrictive measure applicable on the Goods or the parties, including those imposed by the United Nations, European Union or USA (OFAC). A serious breach of any of these undertakings entitles the non-defaulting party to immediately terminate the Agreement.

11 Entire agreement

These Conditions, the Acknowledgment and any agreement confirmed in writing regarding the Goods, constitutes the entire agreement between the parties (the "Agreement"). The Agreement supersedes all previous negotiations, commitments and understandings between the parties with respect to the Goods covered by the Agreement.

12 Governing law

The Agreement shall be governed by Swedish law with exclusion of its conflicts of law rules and the United Nations Convention on the International Sale of Goods (CISG) (save for clause 13, third paragraph). The legal place of arbitration shall be Stockholm, Sweden and the language of the arbitration shall be English.

13 Disputes

Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The legal place of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be English.

Notwithstanding the arbitration clause above, Marcegaglia Stainless Long Products shall in its sole discretion for the purpose of collecting debts of the Buyer, be entitled to submit any claim against the Buyer in the courts and authorities of the Buyer's country of domicile or country where the Goods are located. In such a case the governing law will be the law of the country where the claim is filed.

14 General limitation of liability

Under no circumstances shall Marcegaglia Stainless Long Products or Buyer be held liable for any special, indirect, incidental or consequential loss or damage including, but not limited to, loss of profit, loss of production, lost sales or claims from the Buyer's customer. This limitation, however, does not apply in the event of gross negligence or wilful misconduct.

Marcegaglia Stainless Long Products shall have no liability for any claim whatsoever when notification is made more than one year after the Risk Transfer Date.