

## GENERAL TERMS AND CONDITIONS OF SALE

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### 1. SCOPE OF APPLICATION

- 1.1. These General Terms and Conditions of Sale ("GT&C") shall apply to any commercial relationship, sale, supply, delivery and/or provision of goods ("Goods") or services by **any of the companies belonging to the TUBOS REUNIDOS GROUP (hereinafter any of them individually referred as ("TR"))**. They are binding on the Client ("Client") and TR.
- 1.2. Any order placed ("PO") to TR constitutes the acceptance by the Client of these GT&C. An acceptance will be also deemed to exist with any statement or act of the Client indicating agreement with TR's Offer. Any deviation in the Client's standard clauses shall be deemed null and void unless TR provides a written confirmation thereof. It will be understood that these GT&C have been notified to the Client as soon as it is informed of the website to which they are incorporated, or if the Client previously received them in the course of its commercial relationship with TR.
- 1.3. TR reserves the right to modify these GT&C. Latest review: February 2021.

### 2. CONTRACTUAL DOCUMENTATION

- 2.1. The commercial relationship between TR and the Client will be governed by TR's Offer and the Client's PO (as accepted in writing by TR) or Client's tacit acceptance, and these GT&C, all of which will constitute the entire contract (the "Contract"). In the event of conflict or contradiction, the clauses of these T&C shall prevail, except for any specific terms and conditions included by TR in each Offer or Acceptance of Order.
- 2.2. The terms of the Contract shall apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No amendment, changes or additional terms proposed by the Client to these GT&C shall be incorporated in the Contract, unless expressly accepted in writing by TR. TR will not be bound by the Client's Purchase GT & C, even if TR has not expressly rejected them.

### 3. OFFER AND PURCHASE ORDER

- 3.1. TR's Offer will contain a description of the supply, time of execution and delivery, price and other specific terms and conditions for the concerned Goods or services. Any documents such as drawings, plans, brochures and samples provided with TR's quotations or estimates are only for informative purposes and have a non-binding nature.

3.2. After receiving the Offer, the Client shall either issue a PO within a maximum period of one week (unless otherwise indicated in the Offer), which shall be deemed to be in accordance with the Offer, or simply accept the Offer in writing. After such period has elapsed, the Offer will automatically be deemed to have expired. POs shall clearly include all necessary data and specifications, the final geographical destination, as well as the final application and use, as this is essential information for the definition of the exact quality and price of the products to be supplied.

3.3. POs, including any amendments, supplements or specifications, will become binding on TR only after written acceptance by TR. All TR quotations or estimates are subject to confirmation and therefore, a Contract shall not be binding on TR until TR's official acknowledgement of receipt and confirmation of full conformity is issued ("Acceptance of Order"). In the event of any inconsistencies between the Offer and any special conditions set out in the Acceptance of Order, such special conditions shall prevail. In such cases Client shall have a period of ten (10) days to object to any special conditions after having received the Acceptance of Order, following which such conditions shall be deemed as tacitly accepted.

3.4. Extensions, changes and/or variations in the scope of an accepted PO shall be notified in writing to TR, and shall be considered as new orders, which to become a valid Contract must be expressly accepted by TR in writing.

### 4. PRICES

- 4.1. The prices of the Goods or services are set out in the Acceptance of Order. Unless otherwise agreed in writing, prices are net and stated Ex Works, facility designated by TR (Incoterms 2020), exclusive of any taxes, levies or duties.
- 4.2. The prices include only those items specified in the Acceptance of Order. Any prices are only valid for the quantities offered, for the terms of payment specified and for POs received during the validity period of the Offer
- 4.3. The prices are firm, provided that the contractual terms remain unaltered, and may not be changed unless through a price review clause foreseen in the Contract.

### 5. TERMS OF PAYMENT

- 5.1. Payment shall be made under the terms and conditions agreed upon in the Acceptance of Order. Except for the cases of advance payment and unless otherwise stated, payment must be made upon delivery of the Goods. TR may invoice the Client for the Goods on or at any time after the completion of each delivery and, unless otherwise agreed in writing, payment shall be made within 15 days from TR's invoice date by bank transfer to the bank account of TR (as specified in the Contract or notified by TR).
- 5.2. No discount applies for early payment. No deductions such as withholdings or discounts not agreed upon will be allowed. The Client may not set off or withhold payment of any amount payable under the Contract to TR, unless it is due, liquid, payable and recognized in an official enforceable document or court decision. Client shall not be allowed to withhold approvals or payment on account of a warranty or a damages claim.
- 5.3. Any partial supplies shall be invoiced and paid separately at their due times.
- 5.4. Time of payment is of the essence. Any amounts outstanding after 30 days from the invoice date shall automatically and without any reminder accrue interest at the EURIBOR basic interest rate plus 3 percentage points, calculated on a pro rata daily basis. Interest runs from the date on which the sum in question becomes due for payment until the date on which the actual payment is made. TR's right to claim interest is without prejudice to any other rights and remedies including, without limitation, the right to cancel all or part of the Contract, to suspend deliveries and to demand immediate payment for all previously delivered or for any deferred amounts. In addition to payment of interest, TR is entitled to obtain compensation for reasonable recovery costs and attorney's fees from the Client.

- 5.5.** If, in the reasonable opinion of TR, the Client's creditworthiness is or is likely to be compromised, TR may at any time request advance payment of all sums due and any deferred payments not yet matured, or demand any guarantee necessary to secure the payment of the Goods or services. If TR does not obtain the requested guarantee, it may suspend or terminate all or part of the Contract without liability.
- 5.6.** TR may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Client against any amount payable by TR to the Client.
- 5.7.** Breach by the Client of any contractual or payment obligation towards TR, as well as its insolvency or non-payment to any company of the TR Group of any debt, will entitle TR to suspend or terminate all or part of the Contract, and to declare the entire debt as overdue in advance, demanding its immediate payment (including any amounts not due yet), charging for any works performed, expenses incurred and damages suffered, and withholding in its favor any sums received, with the Client having no right to indemnification, and with expiry of the guarantee. The same consequence shall apply if the Client enters into any composition, arrangement or agreement (including a voluntary arrangement or agreement) with its creditors, or has passed a resolution for voluntary winding up.
- 5.8.** Whenever any advance payment has been agreed upon, the Contract will not come into force and TR's obligations will not be enforceable until TR has received such advance payment in full.

## **6. INVOICING ACCORDING TO WEIGHT AND DIMENSIONS**

- 6.1.** The regulations and standards stipulated in the Acceptance of Order will define the delivery units and delivery dimensions of the Goods. Deviations within the permitted tolerances will be allowed, or in their absence, within what is allowed in commercial practice.
- 6.2.** Invoicing will be made in accordance with the units, weights or dimensions verified by TR after the Goods have been manufactured (within the aforementioned tolerances, if applicable), which will be communicated to the Client with the delivery documents. Invoicing by weight will be made in accordance with the weights determined by TR means of weighting.

## **7. TIME OF DELIVERY**

- 7.1.** Time of delivery shall be understood as the time when the pipes have to be ready either for dispatch or for their final inspection by the Client or its representative at the mill, whatever occurs first. The date specified in the Offer and/or Acceptance of Order is an estimate only and it may vary six weeks up or down. As a general rule the *dies a quo* of the delivery period will be the date of Acceptance of Order by TR, but in cases where conditions precedent need to be fulfilled by the Client (such as issuance of L/Cs or bonds, advance payments, or approval of inspection plans) the *dies a quo* will be the date of fulfillment of such conditions.
- 7.2.** TR shall not be liable for any expense, loss, damage, interest, indemnification, penalty or claim suffered by or arising to Client from late delivery. Only for the extraordinary cases where specific liquidated damages have been explicitly agreed in writing, in case of delay in delivery within the date specified in the Contract due to reasons directly attributable to TR's responsibility, the Client might be entitled to liquidated damages. Such liquidated damages will be considered as its sole and exclusive remedy for the delay, and shall never exceed a total amount of five percent (5%) of the total price of the delayed Goods or services. The Client shall not be entitled to claim any further, actual or additional damages on account of the same late delivery. Liquidated damages or penalty claims for late delivery are time barred after two months from delivery of the supply concerned and Client shall not be entitled to apply liquidated damages if it is in breach of its contractual obligations.
- 7.3.** Any delays in delivery caused by delays in the inspection works carried out by the Client or by third parties shall not be attributable to TR and shall be borne by the Client.
- 7.4.** If the agreed milestones entailing the right to collect the price cannot be fulfilled for reasons not attributable to TR, TR will be entitled to payment at the agreed terms and dates as if they had been duly fulfilled.
- 7.5.** If the Client requires modifications or improvements to the supply, TR will promptly give notice to the Client of a new contractual time of delivery.
- 7.6.** Any delay in payment by the Client will lead to a correlative extension of the time of delivery.

## **8. TERMS OF DELIVERY AND RECEIPT.**

- 8.1.** All Goods are delivered Ex Works, facility designated by TR (Incoterms 2020) and unpacked, unless otherwise agreed in writing.
- 8.2.** TR is entitled but not obliged to make partial deliveries of the Goods, which will be received, invoiced and paid separately and considered as separate Contracts.
- 8.3.** The Client may appoint third parties or entities as agents for the taking over of the Goods, provided that such appointment is made when placing the PO, and that any associated cost are borne exclusively by the Client. In such cases any test reports shall be provided only to the entity appointed by the Client.
- 8.4.** If the Client fails to take delivery of any supply totally or partially, after 5 days of having received TR's ready-for-dispatch notice, or in any event that the Goods or any part of them could not be delivered at their due dates for reasons beyond TR's control when it has been announced that they are ready for dispatch and delivery, delivery shall be deemed to have taken place at the moment when TR announces disposability for dispatch and delivery, TR shall discharge its delivery obligations by placing the Goods in storage at the cost and risk of the Client, and shall invoice the Goods plus the storage, conservation and custody costs to the Client. Storage expenses shall be of an amount of one percent (1%) of the total purchase price for any commenced month of storage. Delivery shall also be deemed to have taken place for the purposes of the beginning of the guarantee period and the passing of risk, and therefore all risk of loss or damage during storage shall be for the Client.

## **9. PASSING OF RISK**

The risk of loss or damage to the Goods passes to Client upon delivery according to the agreed Incoterm. The Client must insure such risks accordingly and is responsible for complying with all applicable laws and regulations concerning the importation and use of the Goods. The Buyer is responsible for making any claim or reservation to the carrier within the applicable time limit.

## **10. PACKAGING (IF APPLICABLE)**

- 10.1.** Whenever the Contract sets forth that the Goods need to be packaged for their delivery, prices only include the packaging that is considered by TR as a necessary for the Goods concerned and is in line with normal commercial practice, and the standard packaging for tubes shall be tying up with steel bands, which will also be invoiced as Goods whenever the contract price is determined by weight. Any special alternative packaging requested by the Client shall be subject to prior acceptance by TR, and its additional cost shall be added to the purchase price.
- 10.2.** The presence of natural and surface rust does not entitle Client to refuse receipt or payment of the Goods, nor to claim a reduction in price or any type of compensation.
- 10.3.** TR will not accept the return of the packaging or protection material used during transportation of the Goods, and Client is responsible for their proper environmental management and treatment.

## **11. FORCE MAJEURE**

- 11.1.** TR's impossibility or delay in executing its obligations under the Contract resulting from cases of Force Majeure, including, without limitation, war, terrorist attacks, embargos, epidemic, natural disasters, acts of God, fires, floods, shortage of labour, energy, transport or raw materials, serious accident, breakdown or partial failure of plant or machinery, labour conflicts such as strikes or lockouts, failures or delays of the means of transport or third party supplies, administrative provisions, governmental acts and orders, and also any other unforeseeable events or circumstances beyond TR's control that can be considered as Force Majeure case under Spanish Law, will release TR from its obligations to fulfill the Contract while such Force Majeure case persists preventing performance, and will lead to a correlative extension of the time of delivery.
- 11.2.** In case that Force Majeure event lasts longer than three (3) months, TR may terminate the Contract without any liability or compensation to the Client. The occurrence of an event of Force Majeure shall not cause the temporary suspension of the Client's obligations to take over the Goods and to make payments to TR pursuant to the Contract.

## **12. ORDER CANCELLATION**

- 12.1.** A binding PO cannot not be cancelled by the Client in whole or in part without the prior written agreement of TR. Cancellation of the main contract by the end Client does not entitle Client to cancel the PO.
- 12.2.** If for any reason the Client decides to cancel its PO in whole or in part, TR is entitled to immediate payment by the Client of the fair and reasonable costs (including TR's cost of manufacture, any finished work and work in progress labour, engineering, ordered materials, services, equipment time, etc.) and any other damages suffered in connection with such termination, plus a cancellation charge to be determined in accordance with the following: In the event of cancellation of a PO that has not yet entered the production stage, the Client shall pay a minimum of ten per cent (10%) of the total price of the cancelled supply. In the event of cancellation of a PO that has already entered the production stage, the Client shall pay a minimum of twenty per cent (20%) of the total price of the supply. In the event of cancellation after the ingots needed to produce the ordered products have been already melted, but the products have not been rolled yet, the Client shall pay a minimum of fifty per cent (50%) of the total price of the cancelled supply. In the event of cancellation after the ordered products have been rolled, the Client shall pay one hundred per cent (100%) of the total price of the cancelled supply. In any case TR shall retain in its favor as indemnification for damages any sums received in advance on account of the total Contract price, without prejudice to its right to claim indemnification for any further losses and damages it may have suffered.

## **13. QUALITY**

- 13.1.** TR manufactures and sells first quality material. Client is solely responsible for the choice of the Goods and their specifications. Deviations from measurements, weight, quantity and quality are permissible within the limits of applicable standards or customary practice.
- 13.2.** TR reserves the right to amend the specifications of the Goods if required by any applicable statutory or regulatory requirements. The supply will conform to the specifications indicated in each Contract as regards quality and good condition. The Products will be manufactured and delivered with the qualities and tolerances set forth in the Acceptance of Order. The manufacture of any type of Goods subject to additional or special conditions with respect to national or foreign standards, will be subject to prior consultation between the parties.

## **14. INSPECTION AND ACCEPTANCE**

- 14.1.** TR shall carry out inspection of the Goods prior to dispatch in order to ensure their conformity with the specifications. Any inspections, tests, analyses and certifications of the Goods will be carried out at TR's premises.
- 14.2.** Whenever it has been agreed in writing that the Goods are to be inspected at TR's premises by inspectors or representatives appointed by Client (their names and the scope of inspection plan must be notified to TR at the time of issuance of the PO), TR shall give reasonable notice to the Client that the Goods are ready for inspection, and the Client is solely responsible for the timely appointment and bears the full cost of any inspector. If the Client, or its appointed representative, fail to show up for inspection on the date specified in the notice, TR shall have the right to place the Goods in storage at the cost and risk of the Client and to invoice the Goods and any storage costs to the Client pending release, with the supply being deemed as definitively handed over and accepted.
- 14.3.** The Client shall acknowledge receipt of the supply in writing, and shall also notify TR in writing of any non-conformity of the Goods without undue delay and setting forth all relevant details. The Goods shall then be inspected jointly. In any case, it will be understood that the supply has been received and accepted by the Client in conformity with the agreed specifications after 15 days following delivery without any claim being brought for defects and/or faults, or at the moment that the Client begins to make use of it.
- 14.4.** No return shipments are allowed without the prior written consent of TR.

## **15. WARRANTY**

- 15.1.** TR guarantees that the Goods supplied and the services provided conform to the technical specifications and the characteristics described in the Acceptance of Order.

- 15.2.** TR undertakes to correct any hidden defects in design, manufacturing, workmanship or materials detected within the warranty period which are directly and exclusively attributable to TR and which the Client could not have detected by carrying out a proper inspection. Unless otherwise specifically agreed in writing, the warranty period of the supply shall be twelve (12) months after its delivery but no longer than eighteen (18) months after the date of announcement to be available for taking over or transport, whichever expires first. Liability of TR under this warranty is limited to repair, replace or refund of the defective Goods subject to a warranty claim, at TR's option, in the shortest time possible and wherever TR decides. Any potential costs arising from transport, custom duties, rates, transformation costs, or from any dismantling or reinstalling are for the Client's account.
- 15.3.** Any defects claimed must be notified immediately in writing by the Client to TR, as soon as they have arisen, exhaustively stating the nature of such defects, stopping using the Goods and promptly making them available to TR for inspection and correction.
- 15.4.** The warranty shall only be valid and effective if transport, storage, assembly and operation of the Goods have been properly carried out by the Client. The warranty does not cover the correction of the defects due to Force Majeure, or arising from negligence or lack of competence of Client's or third party's staff, neither defects arising from inadequate transport, storage, use or conservation or, in general, any defects due to reasons not attributable to TR or beyond its control. The Client is not allowed to unilaterally ship back to TR the Goods subject of a warranty claim, and must immediately take appropriate measures to prevent any damage from becoming more serious.
- 15.5.** TR's obligations under this article 15 are the Client's sole and exclusive remedy with respect to defective Goods. The warranty does not cover any direct nor indirect loss and damage, whether personal or material, and it excludes any other conditions or warranties not expressly acknowledged by TR whether express, implicit or legal. TR makes no warranties, express or implied, and specifically disclaims any warranty of merchantability or fitness for a particular purpose. The warranty will in any case exclude TR's liability for hidden defects beyond the indicated warranty period.

## **16. LIMITATION OF LIABILITY**

- 16.1.** TR will hold the Client harmless from direct damages suffered as a result of the infringement by TR of its contractual obligations, due to defects in the products or services, to acts or omissions of its employees, subcontractors and other individuals for whom it is legally liable, or arising from the performance or non-performance of TR's obligations in connection with the Contract, up to a maximum aggregate liability cap or amount payable for all claims and liabilities of any kind (including any agreed liquidated damages and warranty obligations) whether based in tort, contract or otherwise at law, of fifty percent (50%) of the total purchase price allocable to the Goods or services giving rise to the claim.
- 16.2.** Under no circumstances shall TR be liable for any kind of indirect, consequential, incidental, punitive, special or exemplary damage or loss suffered by the Client or third parties, including but not limited to loss of production, income, revenue or profit (lucrum cessans), loss of performance or availability, delayed production, costs of replacements with substitute Goods or services, downtime or waiting costs, costs of labor, investment or capital, and any other financial costs, third party claims, etc. TR shall be notified of any existing damage as soon as it occurs.
- 16.3.** Any legal action on any grounds, whether based on warranty, tort, contract or otherwise at law, must be commenced by the Client within three (3) months from the date of the end of the warranty period.

## **17. RESERVATION OF TITLE**

- 17.1.** Unless otherwise agreed on the contrary in the Contract, TR shall remain the owner and reserves title over the Goods until having received the full and definite payment of its contractual price in accordance with the Contract.
- 17.2.** Until the passing of title TR shall be entitled to recover and dispose of the purchased Goods involved and any proceeds or credits arising from the sale of the Goods by Client shall be held for the benefit of and in trust for TR.

- 17.3.** The Client shall be obliged to diligently safeguard in deposit the Goods supplied until the passing of title, bearing the risk of any loss or damage thereto following delivery, and TR could remove them from where they are stored at any time.
- 17.4.** If the Goods supplied are transformed or integrated by the Client into Goods that are not TR's property, TR will acquire co-ownership over the new manufactured Goods, in the proportion that the invoice price of the Goods supplied under reservation of title represents in the invoice price of the new manufactured Goods.

#### **18. INTELLECTUAL PROPERTY**

- 18.1.** Any technology, design, invention, work, drawing, diagram, process, know-how, software, calculation, manual, method, trade secret, solution, idea, improvement, innovation, modification, contribution and, in general, any associated information or documentation, developed or supplied by TR in the course of the Offer or to be rendered under the performance of the Contract or incorporated in the design or function of the supply, involving intellectual property, will at all times remain TR's exclusive property, and the Client may not without TR's prior written consent copy, reproduce or disclose it to a third party in any way, neither use it or dispose of it to its benefit or to the benefit of third parties for purposes other than the complex of the Contract and the operation and maintenance of the supply. The Contract does not grant any right or license with respect to any intellectual property right of TR.
- 18.2.** The Client shall save, defend, indemnify and hold TR harmless from all claims, losses, damages, costs, expenses and liabilities of every kind and nature for, or arising out of any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of the Client under the Contract including without limitation the use by TR of any technical information, instructions, materials or equipment provided by the Buyer.

#### **19. CONFIDENTIALITY**

Any information of whatever nature regarding TR and/or the goods, to which the Client has had access as a result of the Contract, including the terms and conditions of the same, shall be considered as confidential information unless it belongs to the public domain, and shall not be disclosed to third parties nor used directly or indirectly for purposes other than those provided for in the Contract. This obligation bounds any employees of the Client, who shall only receive the information that is strictly required for the performance of their duties, with the Client ensuring at all times that confidentiality is maintained. The confidentiality obligation shall remain in force for at least two years following the full payment of the supply.

#### **20. ANTICIPATORY BREACH**

Unexpected events such as cases of Force Majeure that persist longer than 3 months, changes in the economical or financial circumstances or in the scope of the mutual obligations of the parties that significantly affect the tasks to be performed, etc., will entitle TR to withdraw from the Contract totally or partially with a mere notification of rescission in writing and without any liability arising therefrom.

#### **21. SEVERABILITY**

The nullity, invalidity or unenforceability of any provisions of these T&C or the Contract will not affect the remaining provisions, which shall remain in full force and effect.

#### **22. PERSONAL DATA PROTECTION**

The Client is hereby informed of and agrees to the collection and incorporation of personal data of natural persons related to the Client in connection with the placing of the PO into the relevant data file, owned and managed by TR for commercial, administrative, tax and marketing management purposes, including communications with third parties and the marketing of TR products and services. The Client and the concerned persons may exercise its rights of access, rectification, cancellation and objection by means of a written request to TR. Personal Data are retained by TR for the duration of the commercial relationship, and they may be archived for the time necessary to manage claims and disputes as well as to meet legal

and/or regulatory obligations and/or further to respond to requests from the competent authorities.

#### **23. APPLICABLE LAW**

These GT&C and the Contract are governed by the substantive laws of Spain, to the exclusion of any other legal system or conflict of law rules. The 1980 UN Vienna Convention on Contracts for the International Sale of Goods shall not apply.

#### **24. RESOLUTION OF DISPUTES**

All disputes, controversies or claims arising in connection with the interpretation and enforcement of these GT&C, the Contract or any other legal relationship with the Client which cannot be resolved amicably despite having exercised all reasonable efforts, shall be finally resolved by the sole competent Courts of Bilbao (Basque Country, Spain) to the exclusion of any other jurisdiction, including the own forum of the parties, which is expressly waived, without prejudice of TR's right to bring a claim against the Client to the court of first instance with territorial jurisdiction over the defendant's domicile.

#### **25. REGULATIONS AND COMPLIANCE**

- 25.1.** The Client shall not engage in any transaction with respect to the supply which violates any law, statute or regulation in force in the European Union or in the United States.
- 25.2.** TR's policy is to conduct all business in an honest and ethical manner, and therefore TR employees and representatives shall carry out their obligations under the Contract following the TR's Code of Ethical Conduct, available at TR's web site [www.tubosreunidos.com](http://www.tubosreunidos.com), which may be updated or modified by TR from time to time and incorporated herein by reference. The Client represents that it conducts its business according to ethical rules which are not less stringent than TR's Code of Ethical Conduct as updated from time to time.
- 25.3.** Client shall indemnify, defend and hold TR harmless from any liability arising from re-exporting the Goods, directly or indirectly, to any destination, entity, or end-use in violation of applicable laws or regulations.

In Amurrio, Basque Country, Spain, 11th February 2021.