

SOCIETE AUTOMATIQUE DE PROFILAGE (S.A.P.) - GENERAL SALES CONDITIONS – April 19th 2024

- 1 General Principles:** These General Sales Conditions apply in full to all orders (catalogue orders or on estimate of costs) for metallic cold formed Products (hereafter the Products) delivered to business companies at or after April 19th, 2024.

These conditions take precedence over all general purchase conditions, or any other documents issued by the Customer, whatever their terms are.

The fact that S.A.P. fails to invoke any of the provisions of these General Conditions at any time is not a valid waiver of its right to invoke the said provision.
- 2 The Products' characteristics:** unless specifically indicated in the order (especially concerning the lengths, the condition of the ends, the condition of the surface, the grading of the steel, and the tolerances) the Products conform with the technical specifications of the 'National Flat Steel Products Shaping Association' (*Syndicat National de profilage de Produits Plats en Acier*) and to the standards in force particularly the European standard EN 10162. The Customer can inspect the specifications and standards at S.A.P. before ordering.

The quantities delivered can vary by 10%, either as an increase or a decrease, in comparison to the original order.
- 3 Orders:** orders only become final and binding after S.A.P. has given its confirmation in writing and after S.A.P. has received the down payments stipulated in an estimate of costs. S.A.P. is only bound by the orders taken by its representatives providing it issues a written and signed confirmation. Orders can only be modified after this confirmation with S.A.P.'s prior written agreement. S.A.P. will keep the sums which have already been paid to it in all circumstances.

The Customer is exclusively responsible for the choice of Products, and for obtaining all information on the Products including possibly ordering prototypes. Therefore S.A.P. can never be held liable for this.
- 4 Specific tooling:** Customers' contributions to the cost of making specific tooling must be paid on order. The specific tooling is S.A.P.'s property. S.A.P. will conserve the tooling for two years after the date they are last used.
- 5 Price:** Invoices are drawn up at the tariff in force on the day of the order. Prices are exclusive of VAT and exclusive of transport costs. Prices can be renegotiated in case of any unforeseen event that adversely affects the calculation of the Products.

Invoices are payable in Euros without discount at S.A.P.'s registered office 30 days at the end of the month on the 10th of following month (except for a contribution to the costs of specific tooling). Payment occurs when the funds are actually made available to S.A.P.

Any deterioration in the Customer's credit standing may justify demands for guarantees or a cash payment before performing orders.
- 6 Delays in payment:** Any delay in payment will result in the following without any recourse to legal proceedings referred to the section 15 of the article 1153 of the Code Civil and without prejudice to any action for damages:
 - 6.1** The term of any receivable which S.A.P. holds over the Customer, lapsing, without any formality. The balance will become immediately payable even for payment by promissory note,
 - 6.2** Late payment penalties applying without any prior reminder, at the European Central Bank's most recent refinancing rate (1 month EURIBOR) increased by 10 basis points;
 - 6.3** The application of the legal pre-litigation recovery indemnity of 40 euros (article D.441-5 of the Commercial Code) plus a contractual pre-litigation recovery indemnity of 1,000 euros.
 - 6.4** Obligation to reimburse bank, transport and other charges incurred by S.A.P. following late payment.
 - 6.5** Without formality, the possibility for S.A.P. to immediately suspend the execution of orders in progress and / or to subordinate the execution of any other customer order to the provision of additional guarantee or to cash payment or before execution. Any partial payment will be initially attributed to the unsecured part of the receivables. It is prohibited to offset or unilaterally attribute the amount of any alleged indemnity or penalties whatsoever against the price of the services, without both parties' prior written agreement.
- 7 Additional works:** any service requested by the Customer which does not appear in the order will be invoiced at the tariff in force.
- 8 Delivery**
 - 8.1 Delivery deadlines:** delivery deadlines are given for information only and failure to respect them cannot lead to the cancellation of the order or the payment of damages in any circumstances.
 - 8.2 Place of delivery:** The Products are delivered in S.A.P.'s warehouses by making them available to the carrier, which will be responsible for forwarding them to the destination indicated on the order. If no indications are given in the order, the carrier will deliver the Products to the Customer's registered office.
- 9 Transfer of risks:** the Products are in the Customer's care and control as soon as they are handed over to the carrier in S.A.P.'s warehouses and the Customer is responsible for the risks which they could suffer or cause, for any reason whatsoever even in the case of force majeure, cases of fortuitous happening, or the acts by third parties.
- 10 Conformity - Acceptance - Warranty**
 - 10.1 Conformity, shortages and/or damage connected to the transport:** the number, the references and the condition of the Products must be checked on receipt in the carrier's presence. The Customer's attention is drawn to article L133-3 of the Commercial Code whereby any reserves or disputes concerning shortages and/or damages connected to the transport of the Products must be mentioned on the delivery slip and be confirmed to the carrier by recorded delivery letter with acknowledgement of receipt within three days, not including public holidays, following the date of their receipt. Any reserve or dispute concerning apparent defects and/or conformity of the Products, any claim concerning the Products' conformity, must be sent to S.A.P. within eight (8) days of the delivery by the carrier, otherwise the rights will lapse. The Customer must prove the defects or abnormalities invoked. It must support S.A.P. in examining and remedying these defects.
 - 10.2 Returns:** returns are only accepted if S.A.P. has previously and expressly agreed to this. Returned Products must be of perfect condition, must be returned in their original packing and must have been without any installation or assembly and/or use operations. The Customer is always liable for the cost and the risks of the return.
 - 10.3 Warranty:** the warranty is expressly restricted at S.A.P.'s choice to repairing or replacing defective Products or to granting a credit note or a refund by S.A.P. for the amount of the order. The warranty is limited to 6 months after delivery. The warranty will not apply in the following cases:
 - If the Products have not been installed, used or maintained in accordance with S.A.P.'s recommendations,
 - A defect which is the consequence of a case of fortuitous happening or force majeure,
 - If the defect was caused after the risks were transferred to the Customer. The Customer is solely liable for the deterioration of Products (e.g.: rust) resulting from handling and/or warehousing under abnormal conditions or conditions which are incompatible with their nature, or which do not conform with good working practices.
- 11 Retention of Title: The title in the Products is retained until they are fully paid for.** The Customer must keep the Products in good conditions in its premises and identify them as being S.A.P.'s property up until they are paid for in full.

Payment means the payment of the price of the Products, the incidental expenses for this price (penalties, taxes, etc.) and the costs relating to the sale. If payment is not made, the Customer must return the unpaid Products on first request by recorded delivery letter with acknowledgement receipt at its costs and risks. In these circumstances, the sale will be automatically rescinded on the day that the return is demanded. The resale of the Products is subject to S.A.P.'s prior agreement and the delivery of a bill of exchange accepted for the price and the due date of S.A.P.'s invoices.
- 12 Liability:** The obligee of the unperformed obligation must endeavor to minimize the prejudice caused by the lack of performance in its, and the obligor's interests. Claims concerning the performance of the contract will only be admissible by S.A.P. if they are made in writing within eight (8) days of knowledge of the criticized event. In all cases, S.A.P.'s liability is time-barred one (1) year from the start of the limitation period stipulated by law. In a general manner, S.A.P. is only compelled to use its best efforts.

Its liability excludes all consequential loss and in particular operating losses or financial losses. The total amount of indemnities which S.A.P. may have to pay the Customer can never exceed the price of the Products which are the subject of the claim. Consequently, the CUSTOMER acting in its own name and the name of its insurers, waives all claims against the S.A.P., and holds it harmless against any claims by third parties for their losses, and notably operating losses which by their nature or their amount, do not come within the scope of the exclusion of liability above.

S.A.P. can never be held liable for any reason whatsoever for cases which are outside the cases stipulated in these General Conditions.
- 13 Intellectual Property:** The Customer holds S.A.P. harmless against all the consequences of any claim or any action brought against S.A.P. based on a patent or any other intellectual property right or unfair competition due to using a method expressly requested by the Customer.

All new results and possible inventions which result from using the specific Products will automatically belong to S.A.P. which will solely be entitled to use them for commercial purposes in the metallic cold formed Products sector.
- 14 Force majeure:** An event of force majeure suspends the performance of the orders in progress. It applies to any external event even one which is not unforeseeable, which prevents S.A.P. from performing the orders. The following are events of force majeure: wars, strikes, actions, fires, earthquakes, natural disasters, pandemics, embargoes, shortages of raw materials or components, strikes, impossibility of obtaining supplies, general lack of transport means, government acts, modifications to the legislation governing these general conditions and the Products which are to stop or reduce the Production and the transport of these Products.
- 15 Settlement of disputes:** all contracts pursuant to these General Conditions will be subject to French law, to the exclusion of the Vienna Convention on the International Sale of Goods (April 11 1980).

In the event of a dispute, ONLY THE BEAUVAIS COMMERCIAL COURT WILL HAVE JURISDICTION, even for interim injunctions and despite there being more than one legal action or parties, and even for actions for breach of warranties.
- 16 Code of Conduct:** The code of conduct intended for the commercial partners of the company VOESTALPINE applies in all circumstances during commercial transactions between the parties. Available on the website (<http://www.voestalpine.com/profilafroid>) this code of conduct defines the principles and obligations demanded by Voestalpine AG from its business partners. The principles and requirements are those of the Voestalpine AG Code of Conduct, as well as the principles set out in the United Nations Global Compact.