

## 1. General

These Terms of Sale apply to all commercial sales operations performed by ARCELORMITTAL TUBULAR PRODUCTS BERRIOPLANO, S.L.U. (hereinafter PERFIL EN FRIO). Any terms other than those contained in the present terms will not apply unless expressly accepted in writing. The present Terms apply to all supplies of goods and/or provision of services performed by PERFIL EN FRIO with the express exclusion of any possible Terms of Purchase that the Customer may define.

## 2. Orders

Orders are binding on the parties from the moment in which PERFIL EN FRIO confirms acceptance in writing, the agreement of sale being considered formalized from that point in time onwards. The order price will be confirmed as part of acceptance and an estimated date of delivery to the Customer will also be supplied. Any modification to an order made by the Customer following acceptance by PERFIL EN FRIO will require acceptance in writing from the latter, including, in the event, any relevant modification to the price and estimated date of delivery. No modification will be binding on PERFIL EN FRIO unless expressly accepted in writing. The cancellation of an order by the Customer following formalization of the agreement will entitle PERFIL EN FRIO to opt between demanding performance of the contract and termination of said contract, in both cases giving it the right to compensation for any damages caused.

Without a written acknowledgment an order will not be considered as accepted. PERFIL EN FRIO reserves the right to withdraw orders without written acknowledgment at any point of time, irrespective of validity of offer/order.

In view of volatile Energy Situation and Oil prices, if required, PERFIL EN FRIO reserves the right to ask for Energy Surcharge and Transport Surcharge on all confirmed orders, prior to dispatch. Debit Notes will be raised against each dispatch.

## 3. Force Majeure /Fortuitous Events

When one of the parties is unable to meet its contractual obligations for reasons of force majeure or fortuitous event, then such obligations are suspended until the circumstances preventing fulfilment cease to exist. The party declaring force majeure or fortuitous event must inform the other party as to said circumstance immediately, indicating the extent to which fulfilment is affected and providing it with a new compliance schedule when the circumstance ceases. Written mutual agreement between the parties is required in order to terminate the contract when the cause of force majeure or fortuitous event lasts over an extended period of time. The

Customer cannot declare circumstances of force majeure and/or fortuitous event in order to delay its obligation to pay for goods and/or services.

## 4. Delivery time

The estimated Delivery time will be as communicated by PERFIL EN FRIO on acceptance of the order. Likewise, PERFIL EN FRIO will inform the Customer as to any modification of the delivery date with regard the date initially foreseen, giving the reasons for said modification. The Customer has no right to compensation of any kind for delivery delays unless there is no reasonable justification for said delay. In all events, delay in delivery, on its own, will not justify termination of the contract. The express written consent of both PERFIL EN FRIO and the Customer is required for premature deliveries, indicating, in the event, any effect that said deliveries may have on the due date for payment of the price and the amount itself.

## 5. Place of performance of the obligations

The place of performance of the obligations derived from sale is the registered address of PERFIL EN FRIO.

## 6. Delivery/Passing of risk

Unless otherwise agreed, delivery to the Customer will take place as soon as the goods are made available to the carrier at the PERFIL EN FRIO facility, being transported from that moment onwards at the Customer's own risk and expense. Unless otherwise agreed, the goods will be delivered as usually packaged and presented by PERFIL EN FRIO as part of similar operations. The carrier will also be supplied with the relevant transport documents on delivery of the goods.

## 7. Invoicing/Payment

Each individual shipment will give rise to the relevant invoice, detailing the order number, the units sent, the unit price of each, the total amount and the dates of payment. Unless a specific and/or earlier date has been indicated for payment, the periods of time agreed on for payment will be calculated as of the date on which the goods are made available to the carrier at the PERFIL EN FRIO facility.

## 8. Reception of the goods

The Customer is obliged to receive the goods purchased, including partial shipments. Should the Customer refuse to receive the goods, PERFIL EN FRIO is entitled to demand either performance or termination of the contract, judicially depositing the goods in the former case, and having the right to compensation for damages in both cases. PERFIL EN FRIO may itself create the judicial deposit should the Customer delay receipt of the goods. The expenses derived from the deposit and such transportation expenses as may arise from

the Customer's refusal to receive the goods shall be borne by the Customer. The judicial deposit may be replaced, with the very same effects, by storage of the goods at PERFIL EN FRIO' own facility.

## 9. Defects/Warranty

From the moment in which the goods are received, the Customer has four calendar days to inform PERFIL EN FRIO as to any defects on the goods and thirty calendar days to inform as to any internal defects, after which it will be deemed that the Customer has received the goods to its satisfaction, thereby losing its right to act and claim against PERFIL EN FRIO. PERFIL EN FRIO' warranty is limited to the repair or, in the event, replacement of the defective goods, in the shortest possible time.

## 10. Retention of title

Those goods not fully paid for, regardless of whether they may be in the Customer's possession or otherwise, will remain the property of PERFIL EN FRIO, the Customer having no right to ownership until they are fully paid for. The Customer shall be responsible to PERFIL EN FRIO for any loss or damage suffered by the goods in its possession for as long as they remain the property of PERFIL EN FRIO. Likewise, the Customer will be fully responsible for all damages the goods may cause while they remain in its possession.

## 11. Confidentiality

All information and/or documents supplied by PERFIL EN FRIO to the Customer within the business relationship are secret and confidential, the Customer being obliged to refrain from releasing or disclosing them to any third party, and being obliged to compensate PERFIL EN FRIO for any damages caused as a result of any breach of this obligation.

## 12. Industrial Property Rights

The sale of the goods object of the sales agreement will not entail the transfer of any of the know-how used in any of the stages of the manufacturing process that may have been revealed to the Customer. PERFIL EN FRIO reserves all rights derived from the industrial property that it owns.

## 13. Applicable Legislation

The sales agreement is subject to Spanish law.

## 14. Jurisdiction

All disputes, conflicts, claims and matters arising from the performance or interpretation of the sales agreement, or directly or indirectly related to it, will be resolved by the Courts and Tribunals corresponding to the registered address of PERFIL EN FRIO, with express waiver of any other jurisdiction to which the parties may have recourse according to European or international law.