General Conditions of Sale

Valid for ArcelorMittal Commercial Italy Srl. as from 1st May 2023

1. SCOPE – COMPLETE AGREEMENT

These general conditions of sale (hereinafter referred to as "GCS") shall apply to all products, accessories or services ("Goods") that are sold by the seller ("Seller") to the customer ("Customer"). GCS, together with Seller's specific conditions contained in its attached order confirmation or contract of sale ("Order Confirmation") and only such other documents, as are specifically incorporated herein by reference, constitute the entire agreement between Customer and Seller, and supersede, in their entirety, any other conflicting terms and conditions proposed by Customer and any oral or written communications that are not expressly incorporated herein.

Agreements entered into between Seller or their agents and third parties shall only become valid upon Seller's express written confirmation.

In the absence of a clause to the contrary, documentation, catalogues and estimates are sent for information purposes only, and Seller's offers are not binding without Order Confirmation. No additions to or variations from the terms hereof, whether set forth in Customer's purchase order or in any other documents, including shipping documents, shall be binding upon Seller unless expressly agreed in writing by Seller. Customer's signature and return of Order Confirmation or, in the alternative, Customer's failure to reject it within three days from receipt thereof shall constitute Customer's acceptance of the contractual terms defined herein.

Seller's failure to exercise any right shall not be deemed to be a waiver of such right. In the event of a sale concluded via an electronic market place, Order Confirmation will include all of the specific elements constituting the Customer's purchase as expressly confirmed by Seller.

If any of GCS or part thereof shall be determined to be void, unenforceable or illegal in whole or contained in part, such determination shall not affect the validity of the other terms and conditions herein.

In case of conflict between the provisions in the Order Confirmation and the wording of the present GCS the provisions in the Order Confirmation shall prevail.

2. PRICES – PAYMENT

All prices are calculated on the basis of Goods as measured and weighed at the departure point. Except as may be otherwise expressly provided in Order Confirmation, prices are net cash, and Customer shall pay all taxes and charges for transportation, insurance, shipping, storage, handling, demurrage and similar items. Any increase in any such charges that becomes effective after the date of Order Confirmation shall be borne by Customer. Invoice payment shall be made net cash, without any deductions, within 30 days from the day of Delivery, unless the due date of the invoice payment is a bank holiday in the country of the receiving bank, in that case the invoice payment shall be made the last working day preceding the due date of the invoice payment. If Customer is subject to bankruptcy or insolvency proceedings, then Seller shall not be bound by the period of payment stated above: payment shall be made in cash either prior to the dispatch of Goods or prior to their manufacture.

If Customer fails to pay on the due date, then Customer shall be obligated to pay, ipso jure and without prior notification, (i) interest for late payment according to Legislative Decree 231/2002 unless otherwise agreed, and (ii) a fixed compensation amounting to 10% of the invoice amount as a damage provision without prejudice to any other rights of Seller caused by said payment failure. Any delay in the payment or in the execution of any obligation entered into by Customer or where Seller has a doubt as to Customer's solvency or credit worthiness and Customer is not prepared to effect advance cash payment or provide Seller with security as requested, then Seller shall have the right to cancel the contract or retain that portion of the contract which it has not yet performed without Customer's consent; it shall also result in all sums due which are to be paid by Customer, even those which have not yet matured, becoming immediately payable without notification on the part of Seller.

Seller reserves the right to compensate Customer's debts and/or to use payments for the settlement of the invoices which have been outstanding longer than 30 days plus any interest on arrears and costs accrued thereon, in the following order: costs, interest, invoice amounts. Customer shall not be entitled either to withhold payments or to proceed to any compensation even in such circumstances in case of dispute. In any event, in the event of payment delay, Customer shall not be entitled to take any steps (neither sale, nor processing) which may affect Goods.

All bank fees, save the Seller's bank fees, shall be borne by the Customer.

3. TRANSFER OF RISK – DELIVERY – SHIPMENT – VAT

3.01 Except as may be otherwise specified in writing, the transfer of risk shall take place at Seller's plant before loading and in case of the use of Incoterms, risk shall pass in accordance with the applicable term - latest version of the Incoterms issued by the ICC - (Delivery). Should Customer fail to take delivery of Goods, Seller may store them at Customer's risk and expense and following a notification of their availability, invoice them as having been delivered. In any event, Seller remains entitled, without any

special notice, to resell them and to claim applicable damages.

3.02 Unless otherwise specified in Order Confirmation, Goods are sold delivered to their destination, and Seller shall determine the route and means of transportation, as well as the selection of forwarding agents and carriers. Customer shall be responsible to supply to Seller, sufficiently in advance in order to permit Seller to make the necessary shipping arrangements, all appropriate information including (a) marking and shipping instructions, (b) import certificates, documents required to obtain necessary government licenses and any other documents prior to their shipment, and (c) Customer's confirmation that it has caused the opening or establishment of a letter of credit if required. If any such instructions, documents or confirmations are not so received or would (in Seller's sole judgment) require unreasonable expense or delay on its part, then Seller may, at its sole discretion and without prejudice as to any other remedies, delay the time of shipment and/or cancel said contract.

3.03 Unless otherwise expressly agreed, delivery times shall not be regarded as binding and delays in delivery shall not entitle Customer to claim any damages resulting there from.

Delays in delivery shall only entitle Customer to cancel Goods not yet in the process of manufacture and only after having granted Seller a reasonable grace period in order to remedy said delay and only after having sent Seller a formal notice of default. Without prejudice to the provisions contained in Article 5 below, binding times for delivery shall only entitle Customer to damages insofar as Seller has been fully informed in writing at the conclusion of the contract of the possible loss and damage consequent to delayed delivery and of a specific valuation of the different elements thereof.

In any event, in case of production delays, Seller is entitled not to supply the whole quantity that Customer has ordered in one delivery, but can deliver by several subsequent partial deliveries.

The delivery shall be deemed fulfilled when the Goods are delivered with a tolerance of ± 5 % on weight.

3.04 In the event that the supply of Goods is entitled to VAT exemption due to intra-community sales or the export destination of Goods delivered, and Customer takes Delivery at his own risk and own expense for the whole or for a part of the carriage or transport (delivery terms EXW, FOB, FCA, etc.), Seller shall only be bound to apply for a VAT exemption if Customer provides it with substantial proof (transport document: CMR, bill of lading, CIM, export declaration, etc.) of carriage or transport to the country of destination.

(a) On simple Seller's request, the Customer shall send to the Seller within 10 working days from the receipt of the Seller's request the following:

- the copy of invoice for the delivered goods with the date and legible signature (name and surname) confirming the receipt of the goods delivered to the address given on the invoice in the assortment and quantity defined in the delivery specification and as referred to on the invoice,
- the copy of delivery note or transport document on which the confirmation of delivery of goods is placed.

(b) In case when the time limit (which is defined in point a) is not respected, the Seller has the right to charge the Customer with fines of one hundred Euro for each day of delay. The fine however, cannot exceed the VAT amount due on the delivery value, expressed in Euro.

(c) The Customer is obliged to inform the Seller immediately (within 1 to 3 days) about:

- Change of the Customer's VAT identification number for intra-community transactions,
- Change of Customer's company's name and address.

4. CONFORMITY – INSPECTION

All deliveries are subject to the normally accepted tolerances as to dimensions and weight. Upon Delivery Customer shall carry out an inspection of Goods to check weight, length and width as stated in Order Confirmation and any apparent defects and damage to Goods (surface faults, package faults, etc) shall then be noted. Goods shall be considered automatically accepted upon delivery to Customer, if Customer fails to make any comments in writing in respect thereof not later than 8 days after their delivery and before Goods undergo any further processing. No claim shall be accepted by Seller in respect of any defect, deficiency and/or failure of Goods to meet the specific terms of the order which a reasonable inspection should have revealed but for which said inspection was not made.

5. LIABILITY – CLAIMS

Seller guarantees that Goods are in conformity with the specifications contained in Order Confirmation. Customer shall have communicated to Seller all necessary information to ensure (a) the adequate elaboration of these specifications and (b) relative to the transformation and/or the final use of Goods and recognizes that the Seller's obligation of conformity is fully satisfied when these specifications have been met at the time of Delivery.

Any technical advice provided by Seller, before and/or during the use of Goods, whether provided verbally or in writing or by way of trials is given in good faith but without any warranty on the part of Seller. Seller's advice shall not release Customer from his obligation to test Goods supplied by Seller as to their suitability for the intended processes and uses. The use and processing of Goods are undertaken solely at Customer's risk.

Undetectable defects at delivery must be notified to Seller within 8 days upon discovery, by registered letter return receipt requested, but, in any event, no later than 6 months after Delivery (Customer having the obligation to inspect Goods thoroughly during the above mentioned period).

The notification of defects and faults has to be supported with documents proving the claim justification.

Goods shall not be considered by Seller as defective when the defect claimed by Customer does not exceed a value of one hundred Euro per Seller's delivery reference.

In any event, Customer (i) must fulfill its obligation of mitigation of damages (ii) is not entitled to delay the payment of any outstanding invoices. If Goods are considered by Seller as defective, then Seller is exclusively obliged, at its sole discretion, either (i) to replace or reimburse such Goods, or (ii) if the price has not already been paid by Customer, to reduce such price or to cancel the said contract. Seller shall not be liable for any loss of processing expenses, loss of production, loss of revenue and/or any other consequential or special loss or damage directly or indirectly sustained by Customer or by any other person whatsoever. Seller can only be held liable for damages caused by its gross negligence or willful misconduct duly proved by Customer, and Seller's liability will in any event be limited to 100 % of the invoiced value of the defective or damaged Goods.

6. RETENTION OF TITLE

Supplied Goods shall remain Seller's property until fulfillment by Customer of its payment obligations as described above.

As such:

(a) If Goods are processed combined, and/or mixed by Customer with other goods belonging to him, then Seller has the entire ownership on the new goods. If Goods are processed, combined, and/or mixed by Customer with other goods belonging to other suppliers, then Seller has a joint ownership right in the whole value of the new goods with such suppliers. In such case, Seller's ownership shall be calculated on the basis of the ratio of the invoiced value of the Goods to the invoiced value of all goods, which were used for manufacturing the new goods.

(b) As long as Customer is not in default and provided that it reserves its property rights, Customer is exclusively entitled to resell Goods in the ordinary course of business. Use of Goods for executing service contracts and contracts for work, labour and material is herein regarded as a resale.

(c) Customer's receivables arising out of the resale of Goods are already assigned, for security purposes, exclusively to Seller. Customer is entitled to collect the receivables from reselling, unless Seller withdraws the direct debit authorisation in case of any doubt about Customer's solvency and/or financial credibility or if Customer is in arrears on any of its payments. In the event Seller withdraws the direct debit authorisation, Customer is obliged (i) to inform its clients immediately about the assignment to Seller and that Seller is the owner of Goods, (ii) and to give Seller all information and documents necessary in order to establish and confirm Seller's rights with respect to third parties. Customer shall be obligated to inform Seller without delay about any garnishment and/or any other actions adversely affecting the Goods undertaken by third parties. If the value of the existing security interests obtained by Customer for the benefit of Seller exceeds in total more than 20 % the total invoiced amount of the contractual debt of Customer, Seller is obliged, upon Customer's request, to release Goods selected by Seller.

(d) Customer shall have the sole liability for, and shall bear all risks and costs associated with the unloading, correct handling and suitable storage of Goods and/or the new goods as described in Article 6 a) above. Moreover, Customer undertakes (i) to take a general liability all risks insurance policy, at its own cost, including coverage as to the deterioration and/or theft of all or a part of Goods and/or of the new goods and (ii) provide to Seller, at its first request, a certificate confirming both such insurance coverage and the payment of the insurance premium related thereto.

7. PACKAGING / LABELLING

Unless otherwise stated, Customer shall be responsible for providing the packaging materials and of the means of protection, fastening and securing used during transport of Goods.

If Customer fails to comply with this obligation and as a result of said failure Seller becomes liable for any danger there, Customer shall hold Seller harmless from liability for any such danger. Customer will not be able to pass on to Seller the costs of its destruction, recycling or storage.

Notwithstanding the foregoing paragraph, whenever plastic supports are used for the securing of steel coils, those plastic supports remain Seller's property and Customer is obligated to return them at its own expense to Seller.

The marking, if required, shall be made in accordance with the norms adopted by the Seller, unless other requirements from the Customer agreed by Seller.

The Customer agrees that the trademarks affixed on the Goods, their packaging, labels, commercial documentation or used in connection with the Goods, as well as the trademark logo of ArcelorMittal or any of its affiliates, are the exclusive property of ArcelorMittal or, as the case may be, its affiliates. In no event shall these GCS imply any transfer, license, or grant by ArcelorMittal, or as the case may be its affiliates, to the Customer of such trademarks.

The Customer agrees that it shall retain the trademarks affixed by the Seller on the Goods, their packaging, labels, commercial documentation or used in connection with the Goods.

Accordingly, unless otherwise agreed by both Parties, the Customer shall not :

- Remove the trademarks affixed by the Seller from the Goods, their packaging or labels or used in connection with the Goods and affix its own trademarks;
- Place its trademarks on the Goods, their packaging or labels next to the trademarks affixed by the Seller or used in connection with the Goods; and
- Use other trademarks on commercial documentation relating to Seller's Goods other than the trademarks affixed by the Seller on the Goods or used in connection with the Goods.

8. SPECIFIC CONDITIONS

8.01 Permitted deviation for the weight specified per coil

(a) Seller is not bound to supply the exact organic coated coil weight specified in the Order Confirmation.

Organic coated coil weight may be between 60 and 100% of the weight specified in the Order Confirmation.

20% of the tonnage of the quantity ordered as organic coated coils may be supplied as lightweight coils; lightweight coils within organic coated coils may weigh between 20 and 60% of the weight specified in the Order Confirmation.

(b) For coils other than organic coated coils Seller is not bound to supply the exact weight specified in the Order Confirmation.

Weight of coils other than organic coated coils may be between 75 and 100% of the weight specified in the Order Confirmation.

20% of the tonnage of the quantity ordered as coils other than organic coated coils may be supplied as lightweight coils; lightweight coils other than organic coated lightweight coils may weigh between 25 and 75% of the weight specified in the Order Confirmation.

8.02 Order Item definition

An Order Item is defined as a quantity of Goods specified in the Customer's order for which the Goods' specifications, the delivery date requested by Customer and the destination ordered by Customer where the Goods are to be delivered, are common to all Goods of the Order Item.

The weight of the Order Item shall be expressed as a multiple of the weight of a single coil.

8.03 Percentage of defects per Order Item for organic coated coils

For deliveries of organic coated coils, the proportion of defects for which no claim will be accepted by Seller may reach an average of 2% per Order Item.

Within one Order Item the proportion of defects for which no claim will be accepted by Seller may be higher per individual coil if other coils in the Order Item have a lower proportion of defects.

9. FORCE MAJEURE

Seller's manufacture, shipment and delivery of Goods hereunder shall be subject to, and Seller shall not be liable for, any delay in or impairment or performance resulting in whole or in part from any war (whether or not declared), strike, labour conflict, accident, fire, flood, Acts of God, delay in transportation, shortage of materials, equipment breakdowns, mill conditions, laws, regulations, orders or acts of any governmental agency or body, or any cause beyond the reasonable control of Seller, or rendering performance by Seller impracticable due to the occurrence of a contingency the non-occurrence of which was a basic assumption on which this Order Confirmation was issued.

In any such event, Seller shall be entitled to such additional time to perform as may be reasonably necessary, and shall have the right to apportion its production among its customers in such manner as it may deem equitable.

This provision shall apply, mutatis mutandis, to Customer. The occurrence of any such event of force majeure shall be notified in writing to the other party within 3 days of the occurrence of any such event.

10. LANGUAGE, JURISDICTION AND APPLICABLE LAW

These GCS exist in the Italian, English, Spanish, French, German and Dutch language. A copy of the text in one of these languages can be obtained upon simple request or can be consulted on the ArcelorMittal website http://flateurope.arcelormittal.com.

In case of conflict, the English version shall prevail.

These GCS shall be governed and interpreted according to the provisions of Italian law. Any disputes arising under these GCS shall be submitted exclusively to the courts of Milan.