

IRAW MATERIAL GENERAL TERMS

These Raw Material General Terms & Conditions ("**Terms**") set out the terms and conditions according to which the Supplier delivers raw material ("**Material**") to the Customer.

These Terms form an integral part of any Order to which they are attached directly or by reference. Any additional or deviating terms stated by the Supplier in its Acknowledgement or other correspondence, electronic portal, click-wraps or any other document, shall not be applied.

1 DEFINITIONS

Affiliate	means any entity which directly or indirectly controls, is controlled or is under common control with such Party, where "control" shall mean direct or indirect ownership of more than fifty (50) percent or more of votes in such entity or the ability to control the composition of its board of directors;		
Agreement	means together the Order with its schedules and these Terms;		
Acknowledgement	means the Supplier's written acknowledgement of receipt of the Order;		
Confidential Information	means any and all technical, financial, legal or business information relating to either Party or to its Affiliates business or operations, including but not limited to facilities, production, products, services, materials, techniques, processes, customer information, pricing, know-how, development plans, ideas, innovations, specifications or drawings in whatever form and whether proprietary or not, including but not limited to oral disclosure, electronic communication, models or samples, as well as visual observation of the foregoing, and any modifications, derivatives, enhancements and updates to these from time to time;		
Customer Data	means all data, materials, documents, software such as supplier portal (and all Confidential Information) in whatever form relating to the Customer and OTK Group and their business operations, which the Supplier accesses or collects during performance of the Agreement or otherwise becomes aware of, and any modifications, derivatives, enhancements and updates to these from time to time;		
Data Protection Regulations	mean the General Data Protection Regulation of the EU (Regulation of the Parliament and Council of the European Union (EU) 2016/679, with any subsequent amendments), any laws and regulations implementing it, and other applicable data protection legislation in force from time to time, as well as directions and binding orders of the data protection authorities;		
Defect	means the Material fails to conform to the Requirements and/or Specifications, for example as to its type, grade, composition, quantity/weight, quality, size/dimensions, packaging, safety or other features and functionalities, is otherwise defective in material or workmanship, contains deleterious or detrimental elements, or is not fit for the agreed or otherwise reasonably evident intended purpose. Even if a detail or requirement is not expressly mentioned, the Material shall at minimum correspond to what can be reasonably expected of equivalent materials in the market;		
		Delivery Time	means the binding delivery time stated in the Order. If only a delivery-window is stated, the Supplier's Acknowledgement shall specify the exact delivery time within that window. If no delivery time is specified, delivery shall take place without undue delay and at latest within ten (10) calendar days from the Order;
		Documentation	means the complete, accurate and up-to-date documentation, instructions, test results and other information, which is either agreed, customarily expected to accompany the type of Material, and/or is required by Laws. These include (i) relevant details and markings (including purchase order number), (ii) relevant shipping documentation (including bill of lading, packing list and invoice); (iii) chemical analysis, (iv) weight details, (v) certificates (including certificates of origin and Mill Test Certificates (MTC)); (vi) official approvals and registrations (with no pre-registration obligations on the Customer); (vii) CO2 footprint calculations, as well as (viii) any modifications and updates to (i)-(vi) from time to time;
		IPR	means intellectual property rights such as patents, copyright, industrial design, trade and business names, trademarks, logos, know-how and trade secrets. Results and Pre-existing IPR are defined in section 14;
		Laws	mean any (i) legislation, regulations and directives (including those of the European Union); (ii) directions, recommendations and decisions of the authorities, including binding court decisions, which are applicable to the Parties and their businesses or have been given by such authority, which has jurisdiction over a Party;
		Material	means the raw material supplied under the Order. References to Material include such ancillary product(s), tools, work, service or responsibility, which is either agreed in the Order or if not expressly agreed, is reasonably necessary for the proper delivery of the Material, and which a well-established supplier would therefore be expected to include in the delivery of similar kind of material;
		OTK Group	means Outokumpu Oyj and all its Affiliates;
		Order	means any agreement document signed by the Parties or purchase order issued by the Customer to the Supplier, whether by email, through a purchasing portal,

	<i>electronic platform or via other written or electronic means;</i>
Requirements	<i>mean the Customer's requirements in the Order, section 2.1 of these Terms and the Outokumpu Supplier Requirements (www.outokumpu.com/sustainability/people-and-society/sustainable-supply-chain). The Requirements take precedence over the Specifications in case of discrepancy;</i>
Sanctioned Person	<i>means any entity, individual or vessel that is (i) specifically designated as sanctioned under any Sanctions, or (ii) any entity that is directly or indirectly at least 50% owned or otherwise controlled by one or more entities or individuals referred to in point (i), or (iii) any entity and/or individual acting on their behalf;</i>
Sanctions	<i>means economic or financial sanctions or trade embargoes or similar or equivalent restrictive measures as well as export or import control regulations imposed, administered, enacted or enforced from time to time by a government or governmental or inter-governmental body or organization or other relevant sanctions authority (including but not limited to those imposed by the United Nations, the European Union, the United States, the United Kingdom, or any other jurisdiction to the extent applicable to each party, respectively);</i>
Specifications	<i>mean the Supplier's specifications for the delivery under the Order, such as chemical, quality, physical, technical and other specifications for the Material and its manufacture;</i>
Term	<i>as defined in section 9;</i>
Warranty & Warranty Period	<i>as defined in section 7.</i>

2 GENERAL OBLIGATIONS

2.1. Both Parties shall perform their obligations and conduct their business operations in accordance with these Terms and the Laws. In particular, the Supplier shall ensure such compliance in the sourcing, manufacture and delivery of the Material, including that:

- a) the Material conforms with the Requirements and Specifications, is free from any Defects and complies with the Laws; and
- b) related services and work, if any, are performed with the highest skill and care that can be expected of well-established professional manufacturers of similar material, and
- c) it complies with the OTK Code of Conduct, with its supply chain designed to protect the conditions for life and nature with its biodiversity, and to enable economic, social and ecological development,

((a)-(c) all part of **the Requirements**).

2.2. The Customer is responsible for instructions it gives to the Supplier. The Supplier shall notify the Customer in writing without any undue delay (in any event, no later than five (5) calendar days after

detecting), if it detects an error in the Customer's instructions or orders or anticipates any failure of the Customer to carry out a task assigned to it. Where the Supplier delays in notifying the Customer, it cannot invoke the Customer's error or failure later, such as present it as basis for time extension or additional costs.

3 DELIVERY TERM

3.1. Unless otherwise agreed in the Order, the Supplier delivers the Material on Delivered Duty Paid basis (DDP, Incoterms 2020) to the Customer's site or facility (such as mill) named in the Order. The Customer's Order may also indicate the Customer's Affiliate's site or facility as place of delivery. All Material shall be market and packed as agreed, and in all cases in a manner preventing loss and damage during transport, stowage/unloading and storage.

3.2. Ownership and title to the Material passes to the Customer upon delivery, and the Supplier warrants the title is free of all liens, claims, restrictions, security interests and encumbrances.

4 DELIVERY TIME AND DELAY

4.1. The Supplier shall deliver the Material in accordance with the Delivery Time. Time is of the essence to the Customer. The Customer is not obligated to accept partial, early, or late deliveries. The Customer may postpone Delivery Time up to thirty (30) business days by notifying the Supplier latest fourteen (14) calendar days prior to the original Delivery Time (in which case the Parties shall agree necessary storage and other practical arrangements, including possibility of storage at Customer's site/facility).

4.2. The Supplier shall notify immediately if it anticipates any delay and undertake all reasonable measures to mitigate such delay. The Supplier shall pay liquidated damages of 0,1 % of the amount of the Order for each commencing day of delay up to the maximum of 10 % of the amount of the Order. The liquidated damages are without prejudice to the Customer's right to claim damages exceeding the amount of the liquidated damages and/or to terminate the Agreement. The Supplier shall not be responsible for delay, which is due to a reason attributable to the Customer.

4.3. Documentation shall be delivered with the Material, and if delayed, constitutes delay of the Material. However, shipping documentation (including clean bill of lading with full set of (3) copies, packing list and invoice) shall be delivered at a reasonable time in advance of the delivery time. Where the Supplier fails to deliver shipping documents in advance, it shall compensate the Customer for the resulting demurrage and other expenses.

5 ACCEPTANCE AND TESTING

5.1. The Supplier shall maintain an adequate quality control procedure and perform all appropriate and required tests and inspections on the Material prior to delivery to ensure conformity of the Material, including those identified in the Supplier Requirements. The Supplier understands that any non-conforming material (including detrimental objects such as radioactive or

explosive parts) reaching the Customer's production process may cause considerable damage to the Customer, its personnel, production line and end products.

5.2. The Customer may apply a compensation table to the test findings if such has been agreed in the Order. This is in addition to the Customer's other remedies to the extent those remedies exceed or do not overlap with the compensation. The Customer's acceptance and testing do not limit or exclude the Supplier's liability for hidden defects in the Material.

6 PRICES AND PAYMENT TERMS

6.1. The Prices for the Material are agreed in the Order. The prices are inclusive of all taxes, duties, levies and charges, excluding VAT. Unless otherwise agreed in the Order, payment shall be made in Euros.

6.2. The payment term is sixty (60) calendar days from the accepted delivery of the Material or receipt of the invoice, whichever is later. The Supplier agrees to negotiate terms (such as financing arrangement) for extending the payment term further, upon request from the Customer. Late payment interest shall be the interest rate applied by the European Central Bank to main refinancing operations plus two percent (2%).

6.3. Unless otherwise agreed in the Order, the Supplier invoices the Customer monthly after the Material deliveries. Invoices shall include details of the Material delivered under each Order. The Supplier is responsible for any payment delays resulting from incorrect invoicing. The Customer can dispute an invoice in whole or in part, including withhold and set-off disputed amounts, but shall pay the undisputed amount in accordance with the Supplier's invoice.

7 WARRANTY

7.1. The Supplier warrants for a period of twelve (12) months from the date of accepted delivery ("Warranty Period"), that the Material, including its manufacturing process and Documentation, conforms to the Agreement and does not contain Defects. The Warranty Period is renewed for any replaced/repaired Material.

7.2. Where the Supplier detects or the Customer notifies a Defect during the Warranty Period or prior to acceptance, the Supplier shall without delay, at its own risk and with no cost to the Customer, at the Customer's choice either (i) replace the Material with conforming Material, (ii) repair the Material (where possible due to nature of the Material), or (iii) issue a price reduction or credit note. If the Supplier fails to perform the requested option of (i)-(iii) within a reasonable time, the Customer is entitled to have the repair or replacement done by a third party at the Supplier's expense. Where the Defect is material, the Customer may also terminate the Agreement and/or Order in whole or in part. The warranty is without prejudice to the Customer's other rights and remedies under the Agreement or Laws, including right to damages. The Supplier is responsible at its own risk and cost for arranging transport of return and new delivery of the Material to the Customer's (or if requested, end customer's) site.

8 LIABILITY

8.1. The Supplier shall compensate the Customer and its Affiliates for any direct losses, damages, costs, charges, expenses, penalties, interest and fines caused by the Supplier's breach of the Agreement. Direct damages include, but are not limited to, (i) internal and external costs of investigation, (ii) cost of repair, return, recall, dismantling and reinstallation and replacement of the Material or end product it was attached to (iii) direct damages paid to the end customer or other third party or authorities, (iv) cleaning, additional heats and repair of equipment and facilities (e.g. in case of contamination by radioactivity or explosion), (v) pick-up, transport from and to Customer/end customer, (vi) disposal of defective materials and other resulting waste, and (vii) price difference of reasonable cover purchase; (viii) necessary tests and quality assurance procedures.

8.2. Neither Party shall be liable for any indirect or consequential loss or damage, even if it has been advised of their possible existence.

8.3. Any limitations and exclusions of liability shall not apply in case of (i) gross negligence or wilful misconduct; (ii) property damage, personal injury or product liability (iii) breach of section 15 (*Confidentiality*) or 16 (*Data Protection*), (iv) infringement and indemnity liability under section 14 (*Intellectual Property Rights*); or breach of Sanctions or the Code of Conduct.

9 TERM AND TERMINATION

9.1. An Order shall be in force until both Parties have fulfilled their obligations thereunder (including warranty obligations). Further and unless otherwise agreed in the Order, the Customer may terminate an Order for convenience by giving thirty (30) calendar days' prior written notice to the Supplier.

9.2. Those provisions of these Terms, which by their nature should reasonably survive the termination or expiration of the Agreement, shall survive (these include sections 14 (*Intellectual Property Rights*), 15 (*Confidentiality*), 16 (*Data Protection*) and 19 (*Applicable Law and Dispute Resolution*)).

9.3. Termination for cause

9.3.1. Either Party may terminate the Order for cause, in whole or in part, with immediate effect upon written notice to the other Party as follows:

- (i) the other Party is declared bankrupt, files for bankruptcy (and provided the bankruptcy estate notifies its refusal to be bound by the Agreement, if applicable Laws set such precondition to notify), goes into or is placed in liquidation, enters into an arrangement with its creditors or becomes insolvent;
- (ii) the other Party is in material breach of its obligation under the Agreement and fails to remedy such breach within thirty (30) calendar days after receipt of written notice by the aggrieved party; or
- (iii) the fulfilment of the Agreement by the other Party is delayed due to a Force Majeure for more than sixty (60) calendar days.

9.3.2. In addition, the Customer may terminate the

Agreement for cause, in whole or in part, with immediate effect upon written notice to the Supplier, as follows:

- (i) The Supplier is in breach of section 11 (*Code of Conduct & Sanctions*) or the Supplier's performance would expose the Customer and/or OTK Group to any risk of violating or being exposed to Sanctions or negative authority measures due to Sanctions; or
- (ii) The Supplier or the Supplier's Affiliate (or their logistics partner/vessel) delivering under an Order becomes a Sanctioned Person.

9.3.3. In case of termination for cause by the Customer, the Customer may elect (but has no obligation) to keep usable Material and return any unusable part. The Supplier collects the unusable Material from the Customer's (or end customer's) site/facility and returns payments for any unusable and/or undelivered Material without delay (and with interest from the original payment date until return payment date).

10 MISCELLANEOUS

10.1. The Agreement contains the entire agreement between the Parties with respect to the subject matter hereof.

10.2. All amendments (including supplements and deviations) to these Terms and/or the Agreement shall be made in writing and signed by both Parties in order to be valid. Any section to be amended must be identified, and clearly specified how exactly it is to be amended. Amendments made in any other way shall be invalid.

10.3. If any term or condition is found to be invalid, illegal, or unenforceable, all other terms and conditions shall remain unaffected thereby and in full legal force and effect. The Parties shall replace such individual term or condition with a term or condition that is similar in effect or meaning or has the same economic purpose initially pursued by the Parties.

10.4. A Party's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in the Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction and/or any right or privilege.

10.5. The Parties shall not assign or delegate any of their rights and/or obligations under the Agreement, in whole or in part, to any third party without the prior written consent of the other Party. However, the Customer is entitled to assign any of its rights and/or obligations under the Agreement, in whole or in part to its Affiliates without the prior written consent of the Supplier.

10.6. The Supplier is an independent contractor and nothing in the Agreement makes either Party the employee, agent, or legal representative of the other for any purpose.

11 CODE OF CONDUCT & SANCTIONS

11.1. The Supplier shall comply with the Customer's Supplier Code of Conduct and Outokumpu Supplier Requirements, (available at

www.outokumpu.com/sustainability/people-and-society/sustainable-supply-chain, and as may be updated by OTK from time to time without separate approval by the Supplier). Upon the Customer's request the Supplier shall furnish written evidence in the form acceptable to the Customer in respect of adhering to its obligations under this section and allows the Customer to audit compliance under section 17 (*Audit*).

11.2. Both Parties confirm that they are not a Sanctioned Person. The Supplier shall not engage any such party in the delivery of the Material that is a Sanctioned Person or otherwise subject to Sanctions. The Supplier shall not supply to the Customer any Material originating from or provided by: (i) a country or a region that is subject to comprehensive Sanctions or embargoes imposed by the United Nations, the United States, United Kingdom, or the European Union, currently including Cuba, Iran, North Korea and Syria as well as the regions of Crimea, Luhansk and Donetsk or any territory of Ukraine which is not controlled by the Ukrainian Government, or from Belarus or Russia; or (ii) a Sanctioned Person. Notwithstanding anything to the contrary, neither the Customer or the Supplier shall be required to do anything which constitutes a violation of or would be in contravention of Sanctions or expose the party to a risk of negative measures by authorities due to Sanctions. If requested by the Customer, the Supplier shall furnish Mill Test Certificates to comply with the *Council Regulation (EU) No 833/2014 of 31 July 2014 (as subsequently amended) concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine*.

11.3. The Parties further emphasize their strict commitment to respect all applicable competition laws both in their cooperation and respective operations.

12 SUPPLY CHAIN OBLIGATIONS

12.1. The Customer has a right to receive details of the subsuppliers (including any Supplier's Affiliate used as subsupplier) used by the Supplier for the performance of the Agreement. The Supplier shall monitor its subsuppliers' compliance with these Terms and the Laws throughout its supply chain and is liable for the performance of its subsuppliers as for its own performance.

12.2. Should the Customer have objectively reasonable grounds to suspect non-compliance by an existing or proposed new subsupplier, it may require the Supplier to change without delay or not to engage such subsupplier. If neither of these are reasonably possible to the Supplier, the Customer may terminate the Agreement.

13 INSURANCE & SAFETY

13.1. The Supplier shall maintain liability insurance covering its performance under the Agreement (including global coverage for product liability) on customary terms and conditions from a reputable insurance company, and if requested by the Customer, evidence it with an insurance certificate. The minimum insurance cover shall be five million (5 000 000) Euros. Such insurance coverage shall be kept in force for a period that covers at minimum the duration of the Supplier's obligations under the Agreement.

13.2. While working or accessing Customer's site/facility (e.g. to install or unload a delivery) or using the Customer's tools, software, equipment or vehicle, in order to perform its obligations under the Agreement, the Supplier shall notify the Customer in advance of the need for such access, and comply (and ensure its employees, contractors and agents comply) with the Customer's instructions and requirements for work on site, including health and safety, maintenance of tools and equipment, and attend required briefings and inductions prior to entering the site/facility. The Supplier shall be solely responsible for complying with its employer's obligations (including training, work permits and other legal requirements).

14 INTELLECTUAL PROPERTY RIGHTS

14.1. This Agreement does not transfer IPRs to either Party's pre-existing or independently developed materials (**Pre-existing IPR**). The Supplier grants the Customer (and OTK Group) a royalty-free, global, non-exclusive, non-transferable and irrevocable license to use the Supplier's Pre-existing IPR where reasonably required for the use and resale of the Material and Documentation.

14.2. All IPR to Customer Data (including access to supplier portal) remains with the Customer and/or its licensors. If Customer Data is used in creating derivative works, combinations with other materials or any other results or deliverables (**Results**), IPRs to the Results belong to the Customer. The Supplier has a royalty-free, non-exclusive, limited in scope and revocable right to use Customer Data and the Results solely for the purpose of performing its obligations under the Agreement to the Customer.

14.3. The Supplier shall defend, indemnify and hold the Customer (and OTK Group) harmless from and against any and all expenses, liabilities, claims, damages and costs, which the Customer incurs (including but not limited to paying any compensations and damages awarded to the third party claimant by judgment or in settlement) arising out of or in relation to any third party claim alleging that the Material, its manufacture, supply or use and/or the Documentation, or other services or materials delivered, created or given access to by the Supplier, infringe the IPR of such third party. The Customer shall (i) notify the Supplier promptly in writing of such claims and grant the Supplier full control over the defence or settlement of the claims, and (ii) provide the Supplier with all necessary information and assistance.

15 CONFIDENTIALITY

15.1. The Party receiving Confidential Information shall: (i) keep all Confidential Information received confidential; (ii) not without prior written approval of the disclosing Party disclose the Confidential Information to any third parties; (iii) use the Confidential Information received solely in connection with the Agreement and refrain from any other use, such as use in activities that compete with those of the Customer; and (iv) maintain appropriate data protection and security measures to protect the Confidential Information. A Party can disclose Confidential Information on a need-to-know basis to its Affiliates, directors, officers, employees,

consultants and professional advisors, provided that such persons are bound by confidentiality obligations materially similar to those provided in these Terms and that such Affiliates and persons are not engaged in competing activities with the Customer.

15.2. The confidentiality obligations shall not apply to Confidential Information which: (i) is in the public domain or subsequently becomes part of the public domain, through no fault or breach by the receiving Party; (ii) was known to the receiving Party or in its possession prior to receiving the same from the disclosing Party as proven by written records of the receiving Party; (iii) is disclosed to the receiving Party by a third party without any restrictions on use or disclosure; (iv) was independently developed by the receiving Party without any reference to or use of the Confidential Information as proven by written records of the receiving Party; or (v) is required to be disclosed by the receiving Party by law, governmental authority, mandatory regulations, stock exchange rules or court order. The receiving Party shall in writing and without delay notify the disclosing Party of any order or ruling of disclosure and shall consult with the other Party prior to disclosure as to any alternatives to avoid or limit disclosure.

15.3. Supplier shall not publicize, including issue news releases or advertising pertaining to the Agreement and/or the customer relationship, without the prior written approval of the Customer and provided, that the Customer has been provided the opportunity to review the content of such publication in advance.

16 DATA PROTECTION

16.1. Both Parties agree to comply with the Data Protection Regulations in their role as independent data controllers of the other Party's contact persons' name and business contact details, or any other personal data required in the delivery (such as shipping) of the Material. Neither Party acts as a data processor for the other Party.

17 AUDIT

17.1. To ensure compliance with the Agreement, the Customer, or an independent auditor (who is subject to a confidentiality agreement), may audit the Supplier, its records and business premises once in each twelve (12) month period from the Effective Date forward. The Customer notifies the Supplier of the audit at least thirty (30) calendar days in advance. Audits shall be conducted during business hours and without unreasonable interference with the Supplier's business operations.

17.2. The Customer may perform additional audits based on the Supplier Code of Conduct or the Outokumpu Supplier Requirements. In case of a suspected material breach of the Agreement, an emergency audit can be conducted by the Customer with only three (3) business days' advance notice.

17.3. Both Parties shall bear their own costs of the audit. Where the audit reveals more than minor breaches of the Supplier's obligations, the Supplier shall bear the Customer's costs to the extent the costs were reasonable and necessary to detect the breach.

18 FORCE MAJEURE

18.1. Neither Party shall be liable for failure to meet its obligations under the Agreement caused by an impediment beyond its control, which it could not have reasonably considered at the time of conclusion of the Order, is not attributable to it, and the consequences of which it cannot reasonably avoid or overcome ("**Force Majeure**"). Subject to those conditions being met case-by-case, Force Majeure customarily includes war, riot, flood, fire, general industry- or nationwide strikes, acts of God, acts or mandatory orders of a governmental authority, embargoes or economic sanctions and other similar events that are independent of the Parties. In the case of such event facing a Party's subsupplier, the event shall constitute Force Majeure of that Party only where purchase from an alternative subsupplier cannot be done without material delay or unreasonable cost. The Parties shall make their reasonable efforts to mitigate the impacts of a Force Majeure. The Party shall inform the other Party of the Force Majeure (and its cessation) in writing without delay.

the arbitral proceedings shall be English, but witnesses may be heard in Finnish also.

19 APPLICABLE LAW AND DISPUTE RESOLUTION

19.1. The Agreement shall be governed by the laws of Finland, excluding any conflicts of law rules and the UN Convention on Contracts for the International Sale of Goods.

19.2. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitral tribunal shall be composed of one (1) arbitrator. The seat of arbitration shall be Helsinki. The language to be used in