

**PURCHASE OF PRODUCTS GENERAL TERMS**

These General Terms (“**Terms**”) set out the terms and conditions according to which the Supplier delivers Products to the Outokumpu entity issuing the Order (“**the Customer**”). These Terms form an **integral** part of any Order (together “**the Agreement**”) to which they are attached directly or by reference. Any additional or deviating Supplier’s terms in its Acknowledgement, electronic portal, click-wraps or any other document, shall not be applied.

The following definitions apply in addition to any definitions elsewhere in these Terms:

**Acknowledgement** means the Supplier’s written acknowledgement of receipt of the Order. In absence of written acknowledgement or rejection, it is deemed after two (2) calendar days from the date of the Order or where the Supplier commences to perform the Order, whichever is earlier;

**Affiliate** means any legal entity that is (a) directly or indirectly owning or controlling the Party; (b) under the same direct or indirect ownership or control as the Party; or (c) directly or indirectly controlled by the Party, for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of fifty percent (50%) or more of the nominal value of the issued equity share capital or of fifty percent (50%) or more of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions;

**Confidential Information** means any and all technical, financial, legal or business information relating to either Party’s 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 (i) all data in whatever form (and including but not limited to Customer’s Confidential Information) relating to the Customer and/or OTK Group and their business operations; (ii) any data, databases, computer files, code, software and hardware and their combinations and documents of the Customer, OTK Group or their suppliers and licensors, or existing in their IT environment; (iii) personal data; (iv) process or commercial data generated by equipment or manufacturing processes of Customer; and (v) any modifications, derivatives, enhancements and updates to (i)-(v) from time to time;

**Data Protection Regulations** means all applicable data protection regulations, including 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 this Regulation, 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 Products fail to conform to the Requirements and/or Specifications, for example as to its type, quantity, quality, packaging, safety or other features and functionalities, is otherwise defective in material or workmanship, or is not fit for the intended purpose (to the extent the Supplier is not aware of such intended purpose, to the general purpose).

**Documentation** means all documentation pertaining to the Products, including but not limited to (i) any certificates, permits and official approvals and any documentation required by the Laws and/or Good Market Practice; (ii) technical documentation, descriptions, designs, spare part catalogues, test results, plans, handling and product safety documentation (such as the Safety Documentation

Sheet) and guidelines, maintenance and user manuals needed for the installation, use, maintenance and disposal of the Products; (iii) shipping and other delivery documentation; (iv) any other documentation reasonably expected to be included in the delivery of the type of Product; and (v) any modifications and updates to (i)-(v) from time to time;

**Force Majeure Event** means such events, which are beyond the control of the Affected Party, and which the Affected Party could not have taken into account at the time of the conclusion of the Agreement and the consequences of which could not reasonably have been avoided or overcome by the Affected Party. For example, war or armed conflict, invasion and acts of foreign enemies, blockades and embargoes, civil unrest, commotion or rebellion, any act, or credible threat, of terrorism, general or industry-wide strikes, lockouts or boycotts may constitute a Force Majeure Event;

**Good Market Practice** means such level of professionalism, skill, carefulness and diligence, as well as foresight, which can reasonably be expected of a generally known major service provider in the market, which is involved in the same or similar line of business or same or similar circumstances as the Supplier;

**Intellectual Property Rights / IPR** means copyrights, copyright related rights and neighbouring rights, trademarks, domain names, utility models, trade names, registered designs and rights in designs, patents, rights to databases, trade secrets, know-how and confidential business information and all other intellectual property rights of a similar or corresponding nature regardless of whether registered or not and including applications for grant of any of the foregoing;

**Laws** means any (i) applicable legislation, regulations and directives (including those of the European Union); and (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;

**OTK Group Order** means Outokumpu Oyj and all its Affiliates; means the purchase order issued by the Customer to the Supplier, whether by email, through a purchasing portal, electronic platform or via other written or electronic means;

**Prices** means the prices, fees and expenses defined in the Order and Section 7.1;

**Products** means the products supplied under the Order. References to Products include such ancillary product(s), tools, work, service or responsibility agreed, or if not expressly agreed, is reasonably necessary for the proper delivery of the Products, and which a well-established supplier would therefore be expected to include in the delivery of similar kind of material;

**Requirements** means the Customer’s requirements in the Order and these Terms, such as Section 1.1. Even if a detail or requirement is not expressly mentioned, the Products shall at minimum correspond to what can be reasonably expected of equivalent products in the market. The Requirements take precedence over the Specifications in case of discrepancy;

**Sanctioned Person** means any entity, individual or vessel that is (i) specifically designated as sanctioned under any Sanctions; (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;

**Sanctions** 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);*  
**Specifications** means the Supplier's technical and other specifications for the Products;  
**Time Schedule** means the binding time schedule stated in the Order. If only a delivery-window is stated, the Supplier's Acknowledgement shall specify the exact Time Schedule within that window. If no time schedule is specified, delivery shall take place without undue delay at the latest within 10 calendar days from the date of the Order.

## 1 GENERAL OBLIGATIONS

1.1. 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, manufacturing and delivering the Products, and that:

- the Products conform to the Requirements and Specifications, are free from any Defects and comply with the Laws; and
- the Products are manufactured in a workmanlike manner; and
- the Supplier complies with the OTK Supplier 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**).

1.2. 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. Otherwise, the Supplier cannot invoke the Customer's error or failure later, e.g. as basis for time extension or additional costs.

## 2 THE PRODUCTS

2.1. The Products shall conform to the Agreement, and:

- Be new and unused at the time of delivery (unless recycled/used Products have been specifically agreed in the Order);
- Be identified appropriately by stickers, labels, lot number control, dispatch control, or equivalent element allowing its identification;
- Be compliant with all safety Laws in all respects, including be made of (and packed in) non-hazardous and safe materials and components, or where the Customer purchases Products such as chemicals, safety shall be ensured by all appropriate means required by the Laws and the relevant authorities, and by secure packaging, handling and storage;
- Be accompanied by applicable approvals obtained from the relevant authorities and certification bodies (such as a notified body for CE markings, or the Underwriters Laboratories Inc (UL));
- Where applicable, be compliant with the EU Carbon Border Adjustment Mechanism (CBAM), including accompanied by all necessary information and certificates to enable the Customer to evidence compliance and complete the necessary reporting;
- Where applicable, the Products and any of the substances contained in the Products shall be compliant with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) where applicable, including the Safety Data Sheet (SDS) delivered in advance (and any later updates delivered promptly). The Supplier shall ensure that the Customer (downstream user) is not obliged to pre-register or register the delivered Products.

2.2. The Supplier shall inform the Customer in writing without delay in case a) of any actual or predicted changes concerning the Products, their availability and their quality; b) if it becomes aware of any Defect in the Products; and c) if any ingredient, component or design that may become harmful to persons, environment or property or may contain or be made of a hazardous material, in which case the notice shall be made also by other secure means (such as by phone) and immediately.

2.2.1. **Traceability of the Products.** The Supplier shall have an appropriate, documented traceability system to enable identification of materials and packaging used for the Products and the subsuppliers in the

delivery chain. For the purposes of product identification and traceability, the Products must have a type, batch, serial, or model number or other marking in those product categories, where it is required by the Law. In case of suspected serious product safety deficiencies, the Supplier must immediately provide the Customer with information related to the concerned batch, and in other cases, without delay.

2.2.2. **Product Liability.** The Supplier is responsible for ensuring compliance with all applicable product liability and product safety regulations, and shall maintain a documented product liability procedure, that contains a recall procedure, clearly defined responsibilities, and a preventive action process from product development to final test, to protect against future product liability incidents. The Supplier shall indemnify the Customer for any costs and damages resulting from product liability, including compensate the Customer payments made to a third party based on product liability. Any limitations of liability shall not apply to such indemnification by the Supplier.

2.2.3. **Packing of the Products.** The Products shall be packed in compliance with Laws (both in force in the European Union and in any other country to which the Products are supplied) and packed in a manner to avoid damage and loss during transportation and the Customer's handling and storage. The Supplier shall follow the Customer's instructions regarding packaging methods, packaging materials, and product labelling and marking unless otherwise agreed. The Supplier undertakes, to the best of its ability, to reduce the amount of packaging material as well as promote the use of recyclable and environmentally friendly materials, provided that this does not compromise agreed-upon packaging standards. If not packed or marked accordingly, the Products shall be regarded as defective.

2.3. **Documentation.** The Supplier is responsible for maintaining and updating the Documentation. If the Parties do not specify a language in the Order, the default language shall be English and the official language of the Customer's country.

## 3 ACCESS TO SITES & SAFETY

3.1. Access to the Customer's site and facilities is permitted only when necessary for delivery, collection, assembly, installation, or maintenance. The Supplier is required to strictly comply with all of the Customer's safety, maintenance, compliance instructions and license terms, and applicable safety Laws as well as the Customer's general instructions for safety and access control as published on OTK Group's website (<https://www.outokumpu.com/en/about-outokumpu/suppliers>). Failure to comply constitutes a material breach of the Agreement.

## 4 DELIVERY TERM & TIME SCHEDULE

4.1. Unless otherwise agreed in the Order, the Supplier delivers the Products on Delivered Duty Paid basis (DDP, Incoterms 2020) to the Customer's site or facility named in the Order. Unless otherwise agreed in the Order, ownership and title to the Products passes to the Customer upon delivery, and the Supplier warrants that the title is free of all liens, claims, restrictions, security interests and encumbrances.

4.2. The Time Schedule shall be binding on the Supplier. The Supplier shall notify immediately if it anticipates any delay and undertake all reasonable measures to mitigate such delay. Where the delay is attributable to the Supplier, the Supplier shall pay liquidated damages of 1 % of the amount of the Order for each commencing day of delay up to the maximum of 20 % of the amount of the Order. The liquidated damages are without prejudice to the Customer's other remedies, such as damages exceeding the amount of the liquidated damages. Customer's acceptance of a revised Time Schedule shall not be deemed as acceptance of the delay or waiver of remedies by the Customer.

4.3. Documentation shall be delivered simultaneously with the Products, and delay in delivering them shall constitute delay from the Time Schedule. However, the shipping documentation (including clean bill of lading with full set of (3) copies, packing list and invoice) for the Products shall be delivered at a reasonable time in advance of the Time Schedule. Where the Supplier fails to deliver shipping documents in advance, it shall compensate the Customer for the resulting demurrage and other expenses.

## 5 QUALITY CONTROL & ACCEPTANCE

5.1. The Supplier shall maintain an adequate quality control procedure for the Products and perform all appropriate and required tests (including factory tests), examinations and inspections on the Products prior to delivery and Acceptance by the Customer, as well as deliver the agreed test results and certifications, to ensure conformity with the

Agreement. The Customer may inspect the Products and their manufacturing process prior to delivery, and the Supplier notifies well in advance any such factory tests which the Customer can attend.

5.2. The Customer performs a customary visual inspection of the Products upon delivery and accepts all conforming Products within a reasonable time from the delivery ("**Acceptance**"). Acceptance is deemed in the absence of any notification after thirty (30) calendar days from the date of delivery. Acceptance does not reduce the Supplier's liability for such Defects, which cannot be reasonably detected by in the Acceptance.

5.3. Acceptance of such Products which are delivered in multiple parts or phases e.g. a project, shall be subject to a final acceptance once all the partial deliveries or phases have been acceptably delivered. Final acceptance means that the Product(s) as a whole is accepted ("**Final Acceptance**"). The Final Acceptance shall take place within a reasonable time from the delivery of the last part/phase, and absent any notification by the Customer, is deemed after sixty (60) calendar days thereafter.

## 6 DEFECTS AND WARRANTY

6.1. The Supplier warrants for a period of twenty-four (24) months from the date of the Acceptance (or Final Acceptance, where applicable) ("**Warranty Period**"), that the Products conform to the Agreement and do not contain Defects. The Warranty Period is renewed for any replaced/repaired Products.

6.2. 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) repair or replace the Products with conforming Products, or (ii) issue a price reduction or credit note. If the Supplier fails to perform the requested option of (i)-(ii) 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 the Order in whole or in part. The warranty is without prejudice to the Customer's other rights and remedies under the Agreement or the Laws, including right to damages. The Supplier remains liable for Defects that existed when the risk passed but were not reasonably detectable during the Acceptance and the Warranty Period.

## 7 PRICES AND PAYMENT TERMS

7.1. The Prices include all expenses, costs, fees and/or moneys of any kind or whatever nature and public charges determined by the authorities effective on the date of the Order, except for value added tax ("**VAT**"). There shall be no additional charges or fees payable by the Customer. The Supplier is not entitled to make unilateral price increases during the validity of the Agreement.

7.2. The payment term shall be ninety (90) days from the date of receipt of the invoice or Acceptance, whichever is later. Interest on overdue payments shall accrue in accordance with the Law. Unless otherwise agreed in the Order, payment shall be made in Euros. The Customer may withhold and set-off payment of the Price and other charges, which it disputes in good faith.

7.3. **Invoicing.** Once the Products are accepted by the Customer, the Supplier shall be entitled to prepare and submit an invoice. The Supplier shall send an electronic invoice in accordance with the Outokumpu Invoicing Instructions available at <https://www.outokumpu.com/en/about-outokumpu/suppliers>.

## 8 LIMITATION OF LIABILITY

8.1. The Supplier shall compensate the Customer and its Affiliates for any direct loss and damages arising out of or in connection with Supplier's breach of the Agreement.

8.2. The liability of either Party towards the other Party for damages resulting from breach of the Agreement shall not exceed one hundred per cent (100%) of the total Price of the Order. Neither Party shall be liable for indirect or consequential damages or losses unless expressly otherwise provided in the Agreement. Sanctions and damages payable to data subjects or data protection authorities shall not be considered indirect or consequential damage or loss.

8.3. Any limitations and exclusions of liability shall not apply in case of: (i) personal injury or death; (ii) wilful misconduct or gross negligence; (iii) the Supplier's indemnification obligations; (iv) breach of confidentiality obligations; (v) breach of the data protection and data security obligations, or (vi) breach of Sanctions, as applicable.

## 9 TERMINATION

9.1. The Agreement shall terminate once both Parties have fulfilled all of their obligations under the Order. The Customer may terminate the Agreement in whole or in part prematurely for convenience by giving thirty (30) days prior written notice, subject to compensating the Supplier for evidenced actual costs up to the date of termination, which the Supplier is unable to avoid or minimise despite best efforts.

9.2. Either Party may terminate the Agreement for cause, in whole or in part, with immediate effect upon written notice to the other Party in the following circumstances:

- (i) the other Party becomes insolvent or is declared bankrupt or has a receiver or trustee appointed to administer its assets, or voluntarily files for protection under any bankruptcy, insolvency, reorganization, or other similar laws, provided that such voluntary filing has justified grounds; or
- (ii) the other Party is in material breach of its obligation and fails to remedy such breach within thirty (30) calendar days after receipt of written notice by the aggrieved Party;
- (iii) the fulfilment of the Agreement by the other Party is delayed due to a Force Majeure Event for more than sixty (60) calendar days.

9.3. 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 14.11 (Supplier Code of Conduct) or the Supplier's performance would, as determined by Customer in its sole discretion, expose the Customer and/or OTK Group to any risk of violating or being exposed to Sanctions or other authority measures due to Sanctions;
- (ii) The Supplier or the Supplier's Affiliate (or their logistics partner/vessel) delivering under the Order becomes a Sanctioned Person; or
- (iii) The Supplier or the Supplier's business transfers to a competitor of the Customer, or if a competitor of the Customer obtains controlling interest over the Supplier or the business that is the subject matter of the Order, or the Supplier or its unit implementing the Order is otherwise part of a corporate transaction and the Customer deems the corporate transaction to significantly impact the implementation of the Order.

9.4. In case of termination for cause by the Customer, the Customer may elect to keep such Products which it can utilise. The Supplier shall, at its own risk and expense, retrieve any Products that the Customer has elected not to retain, and reimburse the Customer for any costs resulting from this.

## 10 AUDITS

10.1. During the term and 12 months thereafter, the Customer or its independent third-party auditor shall have the right to perform audits and inspections on the Supplier and/or its sub-suppliers with thirty (30) calendar days' advance notice, to (i) verify the accuracy and correctness of all charges and invoices relating to the Agreement; and/or (ii) examine the Supplier's delivery of the Products, including compliance with its other obligations under the Agreement. The Parties shall bear their own costs incurred due to the audits and inspections performed. The audit shall be conducted during business hours and without unreasonable interference with the Supplier's business operations and shall not compromise the Supplier's confidentiality obligations towards third parties. Where the Customer has reasonable grounds to suspect a material breach of the Agreement (emergency audit), the notice shall be given one (1) day in advance.

## 11 CONFIDENTIALITY

11.1. Each Party shall keep confidential and comply with the confidentiality obligations regarding all Confidential Information. A Party shall have the right to: (i) use Confidential Information only for the purposes of the Agreement; (ii) copy Confidential Information only to the extent necessary for the purposes of the Agreement; and (iii) disclose Confidential Information only to those of its Affiliates and their employees and advisors who need to know Confidential Information for the purposes of the Agreement. Each Party guarantees the observance and proper performance of these terms and conditions by such entities.

11.2. The confidentiality shall not, however, be applied to any material or information (i) that is generally available or otherwise public, other than if it is public through a breach of the Agreement on the part of the receiving Party or its Affiliates; or (ii) that a Party or its Affiliate has

received from a third party without any obligation of confidentiality; or (iii) that was in the possession of the receiving Party or any of its Affiliates prior to receipt of the same from the other Party or its Affiliate without any obligation of confidentiality related thereto; or (iv) that a Party or its Affiliate has independently developed without using material or information received from the other Party or its Affiliates; or (v) that a Party or its Affiliate is obliged to disclose pursuant to applicable mandatory laws or government orders, in which case the disclosing Party shall provide prompt notice of such disclosure and, at the request of the other Party, provides reasonable assistance in obtaining an appropriate protective order or other similar relief.

11.3. Upon termination of the Agreement or if earlier requested by the Customer, the Supplier shall, at the Customer's election, either permanently erase/destroy such material or return the material (including all copies thereof) to the Customer. Each Party shall, however, be entitled to retain copies required by mandatory laws and copies remaining on standard computer back-up systems, provided that such copies are not accessible after termination of the Agreement.

11.4. The confidentiality obligations set out in these Terms shall survive any termination of the Agreement.

## 12 INTELLECTUAL PROPERTY RIGHTS

12.1. The Agreement does not transfer any IPRs of a Party already existing prior to entering into the Agreement or developed independently without any relation to the cooperation under the Agreement ("**Pre-Existing IPR**").

12.2. The Supplier hereby grants to the Customer and its Affiliates a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license to use the Supplier's Pre-Existing IPR and the Products (to the extent they are not the Customer's IPR) in the Customer's and its Affiliates' business operations. The business operations shall include provision of services within the OTK Group, as well as sublicensing to such consultants, contractors and other third parties who need the license in order to provide or conduct business with the Customer or its Affiliates. This license includes a right to make or have made necessary copies, and to translate, modify, improve and create derivative works of the same, for the Customer's and its Affiliates' business operations by themselves or with help of a third party. Additional license restrictions for the Products specified in the Order shall not be valid unless a clear deviation from this Section 12 (identifying this section and how it is to be deviated from) has been made in the Order.

12.3. Where the Customer's IPR, such as Customer Data, is mixed, combined or otherwise processed (e.g., by an algorithm or by inserting excerpts in the Documentation) with the Supplier's IPR or the Products, or to create derivative works of such IPRs of the Customer ("**Customisations**"), the IPR to Customisations shall vest in the Customer. The Supplier shall not use such Customisations for any other purpose than delivering the Products to the Customer.

12.4. The Supplier warrants that the Products and Documentation do not infringe any Intellectual Property Rights of a third party. The Supplier shall, at its own expense, defend, indemnify and hold the Customer, its Affiliates and contractors harmless against any and all costs resulting from claims and actions alleging that the Products infringe any of the above-mentioned rights of a third party, provided that the Customer (i) notifies the Supplier promptly in writing of such claims and actions; (ii) permits the Supplier to defend or settle the claims and actions; and (iii) gives the Supplier all information reasonably requested by the Supplier and assistance available and the necessary authorizations. The Supplier shall pay all damages awarded in a trial, and potential settlement amount agreed by the Supplier to a third party if the Customer has acted in accordance with the foregoing.

12.5. If it is established that, or if in the justified opinion of the Supplier, the Products infringe any of the above-mentioned rights of a third party, the Supplier shall at its own expense and without additional cost to the Customer either: (a) obtain the right of continued use of the Products for the Customer; or (b) replace or modify the Products in order to eliminate the infringement, provided, always that after such replacement or modification the Products shall meet all agreed requirements set out in the Agreement.

12.6. The Supplier shall, however, not be liable if the claim for infringement: (a) is asserted by an Affiliate of the Customer; (b) results from an alteration of the Products made by the Customer if such alteration have not been approved by the Supplier; (c) results solely from the use of the Products in combination with any product not supplied by the

Supplier or specified in the Agreement or (d) if the claim or infringement could have been avoided by the use of a modified version of a Product offered by the Supplier at no additional cost to the Customer and provided that the Supplier has notified the Customer that continuing to use the unmodified version may be infringing.

## 13 SOFTWARE, PERSONAL DATA PROTECTION AND CYBER SECURITY

13.1. **Software & Digital Services.** Where use of the Product requires the use of software or digital services, the license/user rights, error corrections, updates, maintenance and support shall be included in the delivery and the Price. The Supplier warrants that the software is maintained appropriately, and updates are available for the entire lifespan of the Product. Should the software include open-source software or other third-party software, the Supplier shall ensure that those licenses shall not restrict the Customer's use of the Product, or other rights of the Customer or impose additional obligations and costs on the Customer.

13.2. **Personal Data Protection.** The Parties shall ensure within their respective areas of responsibility that the obligations defined in the Data Protection Regulations are taken into account and complied with. Where the Supplier processes personal data on behalf of the Customer, it shall adhere to a separate Data Processing Agreement.

13.3. **Cyber Security.** The Supplier undertakes to comply with all of the Customer's effective information and cyber security requirements when processing Customer Data, and generally recognized best cyber security practices. Upon request, the Supplier shall provide the Customer with a clarification of its cyber security practices.

## 14 MISCELLANEOUS

14.1. **Survival.** All the terms of the Agreement that by their nature will continue in effect after the termination or expiration of the Agreement shall so survive (these include Sections 12 (Intellectual Property Rights), 11 (Confidentiality), 13.2 (Personal Data Protection), 13.3 (Cyber Security), 14.15 (Governing Law) and 14.16 (Dispute Resolution)).

14.2. **Publicity.** Neither Party may make any disclosure or press release regarding any matter connected with the Agreement or use the other Party as a reference without a prior written consent of the other Party, except in accordance with mandatory Laws, such as stock-exchange requirements imposed by relevant authorities having jurisdiction over that Party.

14.3. **Insurance requirements.** The Supplier shall maintain, at its own expense, appropriate insurance coverage throughout the term of the Agreement, in accordance with Good Market Practice. The minimum insurance amount required is five million (5 000 000) Euros. Upon request of the Customer, the Supplier shall provide relevant insurance certificate to demonstrate its compliance with this requirement.

14.4. **Assignment.** Neither Party shall have the right to assign the Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the other Party. However, the Customer shall be entitled to assign upon written notice to the Supplier, the Agreement or a part thereof to an Affiliate of the Customer or to a third party to whom any part of its relevant business is transferred, provided that such assignee adheres in writing to the Agreement.

14.5. **Divestments.** The Supplier agrees that any acquisitions, divestments or other changes in the structure or ownership of Customer and/or its Affiliates shall not have any adverse effect on the Customer in terms of the Prices or other terms of the Agreement. In case of a divestment by the Customer of any of its Affiliates or business entities, the license granted to such Affiliates or business units within the scope of the divestment shall continue to stay in force and the Supplier undertakes to continue the provision of the Products under the Agreement to such divested Affiliate or business entity, as and when requested by the Customer, on the terms and conditions agreed in the Agreement after such transaction for a maximum period of twenty-four (24) months after the closing of such transaction.

14.6. **Relationship.** Nothing in the Agreement shall be read so as to construe any relationship of partnership, joint venture or agency between the Parties for any purpose whatsoever or entitle a Party to assume or create any obligation or responsibility on behalf of the other Party.

14.7. **Waiver.** A waiver is not valid or binding on the Party granting that waiver unless made in writing and signed by the authorized representatives of both Parties.

14.8. **Severability.** If any provision of the Agreement is determined

to be unenforceable or invalid, all other provisions of the Agreement shall remain in full force and effect. The Parties shall attempt, through negotiations in good faith, to replace any such invalid or unenforceable part of the Agreement with a comparable provision that is enforceable and valid.

**14.9. Supply Chain Obligations.** The Supplier shall acquire a prior written consent of the Customer for any subsupplier (and for changing of a subsupplier) it uses and remains fully responsible for the performance of its subsuppliers to the same extent as for its own performance. In case the Customer has justified material reasons (e.g. reasonable suspicion of inability to perform obligations, reputational or compliance risk), it may cancel its consent by giving the Supplier minimum fourteen (14) calendar days to find a replacement subsupplier.

**14.10.** The Supplier shall strictly comply with applicable due diligence and compliance requirements, such as any national implementing legislation of the EU Corporate Sustainability & Due Diligence Directive (CSDDD, Directive (EU) 2024/1760 of the European Parliament and of the Council on Corporate Sustainability Due Diligence and amending Directive (EU) 2019/1937 and Regulation (EU) 2023/2859), or other similar applicable national or international Laws. The Supplier undertakes to provide such information and reporting to the Customer regarding the Products, as required by such Laws and to enable the Customer to comply with its respective obligations thereunder.

**14.11. Supplier Code of Conduct.** The Supplier shall comply with Outokumpu's Supplier Code of Conduct and Supplier Requirements (available at <https://www.outokumpu.com/sustainability/people-and-society/sustainable-supply-chain>). Upon the Customer's request, the Supplier shall furnish written evidence of its compliance in the form acceptable to the Customer and allow the Customer to audit and inspect the Supplier's records and business premises.

**14.12. Sanctions.** Both Parties guarantee that they are not a Sanctioned Person. The Supplier shall comply with all Sanctions that are applicable to it and its business. The Supplier shall not supply to the Customer any Products 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, or the European Union, including Cuba, Iran, North Korea and Syria as well as the Russian-occupied regions in Ukraine, or from Belarus or Russia; or (ii) a Sanctioned Person. The Supplier shall not engage any party in the delivery of the Products that is a Sanctioned Person or otherwise subject to Sanctions. Notwithstanding anything to the contrary, neither the Customer nor the Supplier shall be required to do anything which constitutes a violation of or would be in contravention of Sanctions or expose the other Party to a risk of negative measures by authorities due to Sanctions. The Supplier shall immediately notify the Customer in the event that any of the representations or warranties in this Section are or become untrue during the term of the Agreement. The Supplier shall indemnify and hold harmless the Customer and its Affiliates from and against any loss, liability, claim, proceeding, action, fine, cost and damages of whatever nature that the Customer may incur or sustain by reason of the Supplier being in breach of the representations, covenants and undertakings given herein.

**14.13. Export Control.** The Supplier shall comply with all applicable export control laws and regulations in the delivery of the Products. The Supplier shall provide the Customer all necessary export control classification information and other supplementary information that the Customer may request from time to time. If requested by the Customer, the

Supplier shall furnish Mill Test Certificates to prove the origin of the Product in compliance 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.

**14.14. Force Majeure.** If a Force Majeure Event prevents a Party ("**Affected Party**") from complying with any of its obligations under the Agreement, the Affected Party shall be excused of performance and any liability for non-performance of those obligations for the duration of the Force Majeure Event. A Force Majeure Event suffered by a subsupplier of a Party shall also discharge such a Party from liability if subcontracting from other sources cannot be made without unreasonable costs or a significant loss of time. The Affected Party must notify the other Party immediately of a Force Majeure Event and the termination thereof and keep the other Party regularly informed of its progress. During a Force Majeure Event, the Affected Party remains liable for the performance of those obligations not affected by the Force Majeure Event. Neither Party acting in compliance with this Section shall be liable for costs or expenses of the other Party arising of a Force Majeure Event encountered by the Affected Party. However, the Supplier shall not be entitled to claim relief hereunder to the extent that the impact of the Force Majeure Event could have been avoided or mitigated by taking necessary precautions or if the Supplier fails to take all necessary steps to mitigate and minimize the period of the Force Majeure Event. The other Party may terminate the Agreement or the Order where the fulfilment of the Agreement or an Order by the Affected Party is delayed due to a Force Majeure Event for more than sixty (60) calendar days.

**14.15. Governing Law.** The Agreement, including the arbitration clause, is governed by the laws of Finland without regard to its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

**14.16. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to the Agreement, or breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce (FCC). However, at the request of a Party, the Arbitration Institute of the FCC may determine that the Arbitration Rules of the Finland Chamber of Commerce shall apply instead of the Rules for Expedited Arbitration, if the Arbitration Institute considers this to be appropriate taking into account the amount in dispute, the complexity of the case, and other relevant circumstances. In the latter case, the Arbitration Institute shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Helsinki, Finland. The language of the proceedings shall be English.

**14.17. Notices and governing language.** The governing language of the Agreement shall be English. Notices under the Agreement shall be in writing and shall be sent by prepaid first class registered post, courier delivery or by email, to the receiving Party. A notice sent by email is considered valid if an email response confirming the receipt of the same is received from the other Party.

**14.18. Amendments.** Any deviations from these Terms shall be valid only if made in writing and identifying clearly which section is being deviated from and how. Amendments made in any other manner shall be null and void.