

1 Introduction

These conditions of sale (the “Conditions”) are an integral part of all offers and agreements for all goods sold by Outokumpu (the “Goods”). Any terms and conditions set out in the Buyer’s order or other Buyer document are rejected and will only have effect if accepted by Outokumpu in writing. An agreement for sale of Goods will be concluded only upon Outokumpu issuance of an order acknowledgment (“Acknowledgment”) or a signed agreement.

These Conditions, the Acknowledgment and any agreement confirmed in writing regarding the Goods constitutes the entire agreement between the parties (the “Agreement”). The Agreement supersedes all previous negotiations, commitments and understandings between the parties with respect to the Goods covered by the Agreement.

2 Offers

An offer from Outokumpu is valid for a period of 3 days from the date of issue, unless otherwise expressly stated in the offer. Notwithstanding the foregoing, Outokumpu may revoke an offer at any time prior to receiving the Buyer’s written acceptance.

3 Material selection

Any advice on material selection or other similar assistance by Outokumpu is made free of charge without any representation or warranty and Outokumpu shall have no liability for any such advice or assistance.

4 Specifications

The Goods shall meet the “Specifications” set out in the Agreement which are the only undertakings Outokumpu has for the Goods e.g. statements in product information, handbooks, websites, are not binding on Outokumpu.

5 Delivery of the Goods

5.1 Delivery time and term

Agreed delivery date shall mean the date of dispatch from Outokumpu mill, irrespective of Incoterm agreed. Outokumpu is entitled to divide the delivery into lots. If no delivery date is agreed, delivery shall be made according to Outokumpu’s capacity planning. Delivery will be made CIP agreed destination (Incoterms 2020) unless otherwise set out in the Agreement.

5.2 Adjustment of volume

In the event the quantity of the Goods is agreed on the basis of weight, the quantity to be supplied can be adjusted by Outokumpu to deviate up to 10% (+/-) from the agreed weight, and the price shall be adjusted accordingly.

5.3 Delay in delivery

Should the delivery of the Goods be delayed, the Buyer’s sole remedy is to cancel the purchase of the Goods which are delayed more than eight weeks. Cancellation shall be in writing.

5.4 Limited liability

The Buyer is not entitled to any compensation or remedies other than expressly set out above, attributable to any delay in delivery of any Goods, except in the event of Outokumpu’s gross negligence.

6 Defective Goods and shortages

6.1 Outokumpu warranty

Outokumpu warrants that the Goods delivered are free from defects (faults) and in agreed quantity when the risk for loss and damage to the Goods transfers to the Buyer according to the Incoterm agreed (“Risk Transfer Date”). The Goods shall only be regarded as defective or otherwise deviating from the Agreement, if the Goods do not meet the Specifications (“Defect”). Hence Outokumpu is not liable for any function, quality or property other than set out in the Specifications. Any term, undertaking or liability implied, whether by statute or otherwise, relating to quality or fitness for purpose are excluded.

6.2 Buyer notices of complaint

In the event of any Defect or the Goods are not delivered in the agreed quantity (“Shortage”), the Buyer shall give notice to Outokumpu in writing: (i) on the business day after the day the Goods arrived at the named point of destination according to the Incoterm agreed (the “Destination”) for damages incurred during transport and Shortage - possible to detect at normal arrival inspection or (ii) for other Defect and Shortage, within two weeks from the day the Buyer noticed or should have noticed the Defect or Shortage. If notification is made after the dates stated above or later than one year after the Risk Transfer Date (Clause 14), Outokumpu is not obligated (liable) to perform any remedy or pay any reduction in price related to such Defect or Shortage.

6.3 Remedy

In the event of any Defect, Outokumpu shall, at its own expense and at its sole discretion, either rectify the Defect or deliver replacement Goods. In the event of a Shortage, Outokumpu shall deliver the missing quantity. The delivery of replacement or missing Goods shall be made within the normal time it takes Outokumpu to produce new Goods (if needed) and transport it to the Destination. Defective Goods shall be handed over to Outokumpu at the Destination at the same time as the replacement Goods are delivered, if not, the Buyer shall pay Outokumpu scrap value for the Goods not delivered.

Instead of correcting a Defect or Shortage, Outokumpu has the right to reduce/credit the price for the Goods with an amount equal to the price for the missing or Defective Goods less (minus) the latter’s scrap value.

6.4 Limited liability

Apart from the remedies and compensation expressly set out above, the Buyer is not entitled to any compensation or remedies with respect to any Defect or Shortage, except in the event of Outokumpu’s gross negligence.

7 Force majeure

“Force Majeure” is an impediment beyond a party’s reasonable control such as war, terrorism, fire, explosion, flooding or other extreme weather, major machine breakdown, strikes, lockouts and other labour disputes, epidemic, trade disputes, the adoption of embargoes or other economic sanctions, refusals to grant licences, which the party could not reasonably have avoided or overcome. Delay or failure by a party to perform its obligations due to a Force Majeure event shall not constitute a breach of contract with the effect that the affected party is relieved

from liability in damages and any other contractual remedy for breach of contract during the time the Force Majeure persists. The time for performance shall be extended by a period equivalent to the time the Force Majeure persists. If Force Majeure persists for more than three months, either party shall be entitled to terminate the Agreement in respect of Goods not yet delivered to the Buyer. In the event of such a termination, neither party will be entitled to any damages or other compensation.

8 Retention of title

(i) Outokumpu holds the title to the Goods delivered until the Buyer has made full payment for the Goods. (ii) Outokumpu also holds title to the Goods delivered until the Buyer has made full payment of all other monies due from the Buyer to Outokumpu. (iii) Until the title passes, Outokumpu has the right to recover the Goods in the Buyer's possession or control and Outokumpu is hereby given the right to enter any land or building where the Goods are stored to collect the Goods. (iv) If the Buyer processes the unpaid Goods into/or to form part of a "New Object", Outokumpu is granted title to the New Object proportionate to the value of the unpaid Goods in the New Object until such time as it has received full payment for the original Goods. (v) If the Buyer sells any unpaid Goods or New Object, the Buyer hereby assigns to Outokumpu a proportion of its claim on any third-party equivalent to the debt for the unpaid Goods/New Object sold. (vi) Each sub clause (i)-(v) above shall have effect as a separate clause and accordingly in the event of any of them being unenforceable for any reason, the others shall remain in full force and effect.

9 Payments, VAT and overdue interests

Agreed prices are exclusive of Alloy Surcharges, Value Added Tax (VAT) and any other taxes or duties unless otherwise expressly agreed. Alloy Surcharge will be added in accordance with Outokumpu's surcharge ruling at the date of dispatch (available at: www.outokumpu.com) for each lot of Goods unless otherwise expressly agreed. If Outokumpu is required to pay VAT and VAT related penalties due to Buyer not providing the correct VAT number or sufficient evidence of export/intra-EU shipment, the Buyer shall reimburse Outokumpu such costs.

If not otherwise agreed in writing, the Buyer's payments under the Agreement shall be made within 30 days from the date of invoice. If Buyer at date of dispatch is not approved for credit insurance by Outokumpu's credit insurance company or has overdue invoices to any Outokumpu Group Company, Outokumpu is entitled to request advance payment or other security as a condition for delivery of the Goods. Should Buyer refuse to take delivery, the Buyer shall pay for the Goods as if it is delivered. If the Buyer has not made payment in accordance with the Agreement, the Buyer shall pay overdue interest on the amount outstanding at a rate of 9 percent per annum above the three-month Euribor (Euro Interbank Offered Rate) interest rate, from the due date to the payment date. The interest shall be adjusted every three-months from the due date.

10 Compliance with laws and regulations and commitment to business ethics

Each Party undertakes to (i) comply with all applicable anti-corruption and anti-money laundering laws &

regulations; (ii) follow similar ethical standards as those in Outokumpu's Code of Conduct (available at www.outokumpu.com); (iii) comply with all sanctions and export control regulations that are applicable to it, its business or the Goods, including, but not limited to, any economic or financial sanctions or trade embargoes implemented, administered or enforced by the United Nations, European Union, USA and UK (collectively "Sanctions Laws"); and to (iv) maintain effective, risk-based policies, procedures, and controls for this purpose.

Each Party represents and covenants (on an on-going basis) that neither it, nor any of its subsidiaries, directors or officers, is an individual or entity ("Person") that is, or is directly or indirectly at least 50% owned or otherwise controlled by one or more Persons that are subject to or targeted by Sanctions Laws.

Buyer hereby acknowledges that the Goods may be subject to export controls and licensing requirements. Any delay or incomplete delivery, caused by a denied or delayed export license or authorization required by applicable Sanctions Laws, shall not constitute a breach of the Agreement. All deliveries are subject to that all necessary export licenses and authorizations are granted. If required for compliance with applicable Sanctions Laws, the Buyer shall upon request from Outokumpu provide an end-user statement before an order is accepted by Outokumpu.

Buyer shall not use, supply, sell, resell, export, re-export, transfer, dispose of, disclose or otherwise deal with the Goods, directly or indirectly, in or to any country, destination or person in violation of Sanctions Laws or for any prohibited end-use in violation of Sanctions Laws. For avoidance of doubt, the Buyer shall not (i) supply any Goods to or to be used in Belarus, Cuba, Iran, North Korea, Russia, Syria or the Russian-occupied regions in Ukraine and (ii) supply any Goods to be used in connection with weapons of mass destruction or their means of delivery, or in the production of military goods in a country subject to an arms embargo imposed by the United Nations, European Union, USA or UK. Buyer undertakes, that having exercised risk-based due diligence, to the best of their knowledge, their direct or indirect business partners that use, supply, sell, resell, export, re-export, transfer, dispose of, disclose or otherwise deal with the Goods, also comply with this section.

Buyer shall immediately notify Outokumpu in the event that any of the representations or covenants in this section are or become untrue during the term of the Agreement.

Buyer shall indemnify and hold harmless Outokumpu from and against any loss, liability, claim, proceeding, action, fine, cost and damages of whatever nature that Outokumpu may incur or sustain by reason of it being in breach of the representations, covenants and undertakings given herein.

Notwithstanding anything to the contrary in the Agreement, in the event that Outokumpu, in its sole discretion, determines that any action of the Buyer would constitute a violation of Sanctions Laws, could give rise to secondary sanction exposure, place Outokumpu in violation of Sanctions Laws, or expose Outokumpu to penalties under Sanctions Laws, Outokumpu shall be entitled to immediately terminate the co-operation between the parties and the Agreement, without any right of compensation by

the Buyer. If the Agreement is terminated pursuant to this section, Outokumpu shall not be liable for any harms, damages, loss or restitution to Buyer.

11 Intellectual Property Rights and Confidentiality

All intellectual property rights, including but not limited to patents, trademarks, designs, copyrights, trade secrets and know-how ("Intellectual Property Rights"), in or relating to the Goods, their design, composition, manufacturing process or any documentation, drawings, specifications or other materials provided by Outokumpu, shall remain the exclusive property of Outokumpu. Nothing in these Conditions shall be construed as granting any license, transfer or other right to use any Intellectual Property Rights of Outokumpu, except for the limited purpose of using the Goods as intended and in accordance with the Agreement.

The Buyer shall not, and shall ensure that its affiliates, employees, contractors or customers do not, directly or indirectly analyse, disassemble or otherwise reverse engineer the Goods.

Any technical, commercial or other non-public information disclosed by Outokumpu to the Buyer, whether orally, in writing or by providing samples shall be treated as confidential. The Buyer shall not disclose such information to any third party or use it for any purpose other than the performance of the Agreement, without the prior written consent of Outokumpu.

12 Governing law

The Agreement shall be governed by Finnish law with exclusion of its conflicts of law rules and the United

Nations Convention on the International Sale of Goods (CISG) (save for clause 13, third paragraph).

13 Disputes

Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce.

The Arbitral Tribunal shall be composed of three arbitrators. The seat of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be English.

Notwithstanding the arbitration clause above, Outokumpu shall in its sole discretion for the purpose of collecting debts of the Buyer, be entitled to submit any claim against the Buyer in the courts and authorities of the Buyer's country of domicile or country where the Goods are located. In such a case the governing law will be the law of the country where the claim is filed.

14 General limitation of liability

Under no circumstances shall Outokumpu be held liable for any special, indirect, incidental or consequential loss or damage including, but not limited to, loss of profit, loss of production, lost sales or claims from the Buyer's customer. This limitation, however, does not apply in the event of gross negligence or wilful misconduct.

Outokumpu shall have no liability for any claim whatsoever when notification is made more than one year after the Risk Transfer Date.