

General Terms of Sale

For the purpose of these general terms of sale, the term "Seller" shall mean the Bekaert company mentioned on the reverse side of this document and "Buyer" shall refer to any person/entity acquiring Products (defined here below) from the Seller (collectively, the "Parties").

Article 1. - Application

- 1.1. These General Terms and Conditions of Sale shall be applicable to any sales of products or supply of services ("Products") by the Seller, unless other terms are expressly accepted in writing by the Seller. All such sales are made expressly conditional upon these terms and conditions.
- 1.2. The terms hereof may be modified from time to time by Seller, by notice to Buyer. Each such modification shall be binding upon Buyer with respect to all purchases occurring after the date of such modification.

Article 2. - Offers - Acceptance

- 2.1. All quotations, bids and prices are communicated without binding the Seller. They may be modified at any time without prior notice. The order of the Buyer shall constitute the offer.
- 2.2. All purchase orders, including those received or accepted by representatives or agents of the Seller, shall commit the Seller only after his written acceptance, in the form of an order confirmation.

Article 3. - Delivery

- 3.1. All sales are governed by the "Incoterms® 2020".
- 3.2. Unless otherwise stipulated, all deliveries shall be made under the ex-works Incoterms® 2020.
- 3.3. The date of delivery stated in the order acceptance or confirmation is an estimated date and Seller shall use commercially reasonable efforts to ship within the time promised, but does not guarantee to do so, and assumes no liability for not doing so. In case of non-delivery of the Products within three (3) months after the date stated, the Buyer shall have the right to invoke this delay to claim cancellation of the contract, excluding all claims for damages, on the condition that he informs the Seller of his intention, by telex, telefax, email or letter within fifteen (15) days after the three (3) months have expired.
- 3.4. Within fifteen (15) days after giving such notice, the Seller shall either accept this cancellation or commit himself to deliver within thirty (30) days; if he does not respect this last commitment, the sale shall be cancelled.
- 3.5. The Seller reserves the right to make a partial delivery and to deliver the ordered Products with a ten per cent (10%) tolerance due to technical reasons. In case of partial delivery, partial payment shall become due.

Article 4. - Warranty

- 4.1. Except as expressly provided herein and except as limited hereby, Seller warrants that Products will conform, at the time of delivery to Buyer, to the specifications specified in Seller's quotation, order acknowledgment, invoice or as otherwise communicated by the Seller. Products Warranty period, as further described in Article 4.4, is limited to 6 (six) months as from the date of delivery.
- 4.2. The acceptance of the Products at the time of delivery implies "clean receipt" and covers all visible defects.
- 4.3. Claims for defects visible at delivery must be submitted by the Buyer in writing to the Seller within three (3) days following delivery. Failure to submit a claim during this time frame shall constitute and acknowledgement and acceptance on the side of the Buyer that the Products do not contain any visible defects at the time of delivery.
- 4.4. Claims for hidden defects (that is, that the Products do not meet the specification as described in Article 4.1) can be considered only if the defects appear within a period of six (6) months following delivery, and are notified to the Seller by telex, telefax, email or letter within three (3)

- days following their discovery.
- 4.5. In the event that the Buyer finds the Products to breach the warranty as provided in 4.1 within the period as provided in Article 4.4, the Buyer should contact the Seller and inform it of such. Seller may request that photographs and/or samples of the non-compliant Products be sent to it for review and analysis. In the event that the Seller determines that the Products do not meet the warranty as provided in Article 4.1, the Seller shall, at its choice, repair, refund or replace the Products as soon as a reasonably practicable. It is agreed that this is the Buyer's sole remedy in the event of a warranty claim.
 - 4.6. Unless explicitly agreed in writing, the Seller does not guarantee that the Products are fit for any specific purpose nor meet the requirements of a specific use or process.

Article 5. - Liability

- 5.1. In no event shall Seller be liable for any defects, failures, loss of or damage caused by or resulting from (i) products which have been subjected to misuse, misapplication or neglect, damaged by accident, rendered defective by reason of improper installation, not used as recommended and in accordance with approved installation and operating practices or rendered defective by the performance of repairs or alterations outside of Seller's plant, except when performed under Seller's specific authority; (ii) products furnished or solicited by Buyer or acquired from others at Buyer's request or specifications; (iii) components not manufactured by Seller which are attached to, incorporated in or otherwise made a part of Seller's products, it being acknowledged by Buyer that only the respective original manufacturers' warranties with respect to such components shall be offered to Buyer to the extent permitted by such manufacturer; and (iv) defects resulting from damage due to corrosive, abrasive, or other wear not normally to be expected in the products involved or caused by bad storage, handling by the Buyer, abnormal use of the Products, or transformation of the material due to climatological conditions.
- 5.2. In no event shall Seller be liable for special, incidental, punitive, indirect or consequential damages, (including without limitation loss of profits, business, revenue, stops or gaps in production, goodwill or anticipated savings) even if advised of the possibility of such damages.
- 5.3. Without prejudice to the above, the Seller's liability for damages arising from the delivered Products is in any case limited to the price of the Products giving rise to the claim.
- 5.4. No limitation applies for liability in relation to death or personal injury caused by wilful misconduct, gross negligence, and intentional acts of Seller, and in other cases where liability may not be excluded or limited by applicable law.
- 5.5. In case of resale of the Products, processed or not, the Buyer shall, with respect to his own purchasers, restrict his liability for damages arising from the delivered Products to the value of this delivery.
- 5.6. Without prejudice to the above, the Seller's liability for physical injury caused by the defective Products shall be governed by the law of the place of the Buyer's registered office, unless this place is in the United States of America, in which case Belgian law shall prevail.
- 5.7. The Buyer agrees to inform the Seller immediately whenever he becomes aware of a patent which is infringed by the delivered Products. If a patent infringement claim is brought against the Buyer due to the offer, import, storage, sale and/or use of the Seller's Products, the Buyer shall immediately inform the Seller in writing thereof, and allow the Seller to take over the defence in the proceedings. If a final judgment holds the Buyer liable for patent infringement by the delivered Products, the damages which the Seller may owe to the Buyer shall not exceed an amount equal to the sales price paid by the Buyer for the infringing Products, delivered to him during the last six (6) months preceding the summons. Under no circumstances does the Seller assume any liability or responsibility for any extraordinary use or special application which the Buyer or a third person makes of the delivered Products and which may infringe patent rights of third parties. Moreover, the Seller cannot be held liable for infringements by his Products of a patent which is unknown to him but of which the Buyer was aware.

Article 6. - Deviation

Notwithstanding anything to the contrary hereof, if after the Product has been shipped to Buyer by Seller, its arrival at port of destination is delayed or prevented because, without the fault of Seller, (i) the vessel is delayed in arriving, berthing or unloading, or unloads at a different port,

or (ii) the Product has been transhipped, then, in any such event, (x) Seller shall not be liable therefore, (y) the time for delivery to Buyer shall be extended until the Product is unloaded, and (z) the port of destination within the terms on the order acceptance or confirmation shall be deemed to be the place at which the Product is unloaded by the vessel if at a different port than scheduled. Seller shall advise Buyer of any such delay or deviation within a reasonable time after Seller is notified thereof and Seller shall cooperate with Buyer, at Buyer's expense, to ship the Product to the point of destination requested by Buyer.

Article 7. - Prices, Payment and Security

- 7.1. Prices are as provided by Seller on its order confirmation. Prices are subject to change upon reasonable notice to the Buyer to cover any additional costs incurred by Supplier in respect of any materials, utilities, inflation, transportation, labour or other costs, or tariffs, duties or taxes whatsoever which could not have reasonably been foreseen at the date on which the original prices were provided. Where the price for the Products is varied in accordance with this clause, the price as varied shall be binding on both Parties and shall not give either Party any option of cancellation.
- 7.2. All invoices are payable at the place, time and conditions specified on the invoice. Unless otherwise determined, the payment must reach the bank account of the Seller on or before the invoice due date.
- 7.3. Subject to any other remedy available to the Seller, any invoice or part thereof which is not paid on its due date shall from the next day bear interest, automatically and without prior notice, at the reference rate plus seven (7) percentage points and rounded to the higher half ($\frac{1}{2}$) percentage point. If the country of the registered office of the Seller belongs to the Euro zone, the reference rate shall be the interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half-year in question. If that country does not belong to the Euro zone, the reference rate shall be the equivalent rate set by the central bank of that country. Furthermore, all other outstanding invoices of the Buyer shall become due immediately.
- 7.4. Moreover, any amount which is unpaid on its due date shall be increased by a fixed amount, payable as liquidated damages for administrative costs caused by recovery measures, and equal to ten percent (10 %) of the unpaid amount.
- 7.5. Finally, in case of non-payment within one (1) month following the due date, the Seller is entitled to cancel the sale by notifying the Buyer by registered letter, which shall take effect on the day of its receipt by the Buyer.
- 7.6. The Seller is entitled to require security for payment, at his own discretion and to his satisfaction. If the Seller has serious doubts about the solvency of the Buyer, or if the Buyer does not provide satisfactory security, the Seller is entitled:
 - a) to suspend any further deliveries to the Buyer, either under the same contract or under any other contracts;
 - b) to take, with regard to the Products already shipped, any measures required to prevent the Products from coming into the possession of the Buyer and to secure the Seller's rights.

Article 8. - Retention of Title

- 8.1. The delivered Products shall remain the Seller's property until the invoice is fully paid or until the cheque for payment or the bill of exchange, issued in payment of the invoice, is cashed. The same applies in case of partial deliveries and partial payments.
- 8.2. Notwithstanding the above, the risks of Products sold pass to the Buyer at the time of delivery per the applicable INCOTERM®.
- 8.3. As far as possible under the applicable law, the retention of title also applies for delivered Products that are transferred to third parties. If according to the law, the retention of title disappears with the transfer of the Products to third parties, the Buyer shall, at the simple request of the Seller, transmit to the Seller all claims which the Buyer has on the acquirer of the Products. The Seller commits himself not to collect these claims to the extent that the Buyer correctly meets his commitment to pay.
- 8.4. As far as possible under the applicable law, the retention of title also applies for delivered Products which are transformed into other Products. The transformation of the Products, to

which the retention of title applies, is carried out for the account of the Seller. If the Products with retention of title are transformed with other Products not belonging to the Seller, the Seller acquires the co-ownership of the new Products in the proportion of his share in the Products with retention of title, calculated on the total value of the new Products.

Article 9. - Data Protection

- 9.1. For the purposes of these terms and conditions, the following definitions shall apply:
- a) "Data Protection Law": all applicable laws relating to data privacy including, but not limited to, the EU GDPR, the UK GDPR, California Consumer Privacy Act (CCPA) and China Personal Information Protection Law (PIPL)
 - b) "GDPR": the General Data Protection Regulation
 - c) The term "Personal Data", "Personal Information" "Personal Identifiable Information" or "PII", "Sensitive Information", "Data Processor", "Data Controller", "Data Subject", "Data Principal", "Processing", "Personal Data Breach" and any other terms shall have the same meaning as defined in applicable Data Protection Law.
- 9.2. The Parties acknowledge that for the scope of Processing of Personal Data under this Agreement, the Buyer will stay responsible as Data Controller and the Seller is acting as Data Processor and has no independent control over the Personal Data, which is processed on behalf of Buyer upon written instruction of Buyer.
- 9.3. The Seller may, without restriction, save, process, use and reuse any data obtained in connection with the sales of products or supply of services. The Seller shall make provisions for the appropriate technical and organizational measures to protect Personal Data against loss or any form of unlawful processing.
- 9.4. The Buyer warrants towards Seller that (i) the Personal Data are lawfully obtained from data subjects; (ii) it has provided data subjects all necessary and relevant information with regard to the processing of their data as required under the applicable data protection laws; (iii) the data is lawfully provided to Seller; and (iv) the data processing does not infringe any third-party rights.
- 9.5. The Buyer shall indemnify and keep indemnified Seller against all claims, proceedings or actions brought by a competent data protection authority or a Data Subject against Seller arising out of any data breach by Buyer or any of its processors of any third-party rights or its obligations under applicable Data Protection Laws.
- 9.6. The Seller can make use of any it's affiliate or the partner, as sub-processor after prior written consent of Buyer.
- 9.7. All notices, confirmations and other communication related to processing of Personal Data by the Parties in connection with this Agreement are made in writing and sent by mail or e-mail to Seller: privacy@Bekaert.com
- 9.8. The Parties acknowledge that, there will be no transfer of Personal Data, under this Agreement, outside of Europe and to a country which has not been considered to provide an adequate level of protection under applicable Data Protection Law. Any transfer of data to third country shall only take place after the Buyer explicitly provide written consent to Seller and a Standard Contractual Clauses are executed with data recipient. Standard Contractual Clauses can be found on [EUR-Lex - 32021D0914 - EN - EUR-Lex \(europa.eu\)](https://eur-lex.europa.eu/eli/reg/2018/1272/oj)

Article 10. - Miscellaneous

10.1 Compliance with Applicable Law

The Buyer represents and warrants that it complies and shall comply with all applicable anti-bribery and anti-corruption laws, and has not, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any government official for the purpose of influencing any act or decision of such government official.

Buyer certifies that it complies, and will continue to comply, with all applicable Sanctions laws and regulations, and all Trade Control laws and regulations in force including future regulations.

Buyer represents and warrants that it is not:

- i. A target of any Sanctions
- ii. Owned or controlled by, nor acting for or on behalf of (directly or indirectly) a target of any Sanctions.

For the purposes of this provision:

- iii. "Trade Controls" shall mean all US, UK and EU laws and regulations, as well as any laws and regulations imposed by a Member State of the EU (where relevant), restricting or prohibiting the import, export, re-export, transfer, transit and brokerage of goods, software and technology, including, but not limited to, (i) EU Regulation 2021/821 and any national implementing law; (ii) applicable customs regulations; (iii) the US International Traffic in Arms Regulations; (iv) the US Export Administration Regulations; (v) the regulations and orders issued or administered by the US Department of Treasury, Office of Foreign Assets Control in relation to export controls.
- iv. "Sanctions" means economic or financial sanctions, requirements or trade embargoes or restrictions imposed, administered or enforced by the U.S. government (including, but not limited to, OFAC and the U.S. Department of State), the United Nations Security Council, the European Union, any EU member state, the UK government, or other governmental entity to the extent these apply to the envisaged transactions.

10.2 Severability

In the event that any provision hereof shall be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any other provision hereof and such illegal, invalid, or unenforceable provision shall be interpreted and modified by the parties so as to eliminate such illegality, invalidity or unenforceability.

10.3 Binding Effect: Assignment.

These Terms shall be binding upon inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer may not assign any rights or claims, or delegate any duties hereunder, in whole or in part, without the prior written consent of Seller, which may be withheld at Seller's sole discretion.

10.4 Economic Hardship

If either Party is able to show that a material change of the economic circumstances as compared with the circumstances prevailing in the past which will permanently or temporarily cause the performance of its obligations hereunder (or under any agreement to which these terms apply) to become substantially more onerous than was expected in the past, the Parties shall in good faith engage in negotiations with a view to reaching agreement to make such amendments to their agreement as will mitigate the onerous character of such obligations.

10.5 Force Majeure

Seller shall not be responsible for any liability due to any delay in the performance of any order accepted by it due to unforeseen circumstances or to causes beyond its reasonable control, including, without limitation, acts of God, acts of Buyer, strikes, war, riots, acts of terrorism, fires, floods, accidents, pandemics and/or epidemics, differences with workers, lockouts, or other industrial disturbances, freight embargoes, lock-out of suppliers necessary to the execution of the order, loss, unavailability or delay of usual sources of transportation, fuel, labour, supply, raw materials, or power priorities, failure, breakdown or shortage of components necessary to the completion of the order, equipment breakdown, embargoes, subcontractor caused delays, the compliance with any law, rule, regulation or order, whether valid or invalid, of any government body or any instrumentality thereof, or acts of civil or military authorities, whether now existing or hereafter created. Performance of an order shall be deemed suspended so long as any such circumstances or causes delay its execution and

Buyer shall extend any letter of credit issued in payment for the product, if applicable, through any such delay. Whenever such circumstances or causes have been remedied, Buyer shall accept performance under said order.

10.6 Third Parties

Save for the affiliates of either Party, nothing in the Agreement will confer upon any third party any right or benefit.

Any information, advice or any document incorporating information or advice, which is provided by Bekaert to the Customer in relation to the Deliverables, is for the benefit of the Customer only. Bekaert shall have no liability whatsoever to any third party which relies on such information or advice.

10.7 No Partnership or Agency

Nothing in the Agreement creates a joint venture or partnership between the Parties. Except as expressly authorised in the Agreement, the Agreement will not create an agency relationship between the Parties and neither Party has any authority to, and will not, act, make representations or contract on behalf of the other Party.

10.8 Variations

No variation or addition to the Agreement shall be valid unless it is in writing and signed by authorised representatives of each Party.

Bekaert shall however be entitled to vary Specifications, designs, drawings, illustrations and/or correct errors and omissions, provided the Deliverables remain in substantial conformity with the Agreement.

10.9 Entire Agreement

Insofar no deviation exists in elsewhere, this sets out the entire agreement between Supplier and the Buyer and supersedes all prior representations, agreements, negotiations or understandings between them relating to the supply of Products.

Each Party acknowledges that, in entering the Agreement, it has not relied on any statement, representation, assurance or warranty other than those expressly set out herein.

Article 11. - Jurisdiction and Applicable Law

- 11.1. When the registered offices of the Seller and the Buyer are located in different countries, all disputes shall be finally settled by the competent courts which have the defendant party's registered office under their jurisdiction.
 - 11.2. When the registered offices of the Seller and the Buyer are located in the same country, then all disputes shall be settled by the competent courts of the Seller's registered office.
 - 11.3. All sales are governed by the law of the country of the Seller's registered office, with the exception, however, of the issues mentioned in Articles 5.6 and 8, which are governed by the law of the place of the registered office of the Buyer.
 - 11.4. The Convention of Vienna relating to International Sales (1980) is not applicable.
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