

GENERAL CONDITIONS FOR SERVICE PURCHASING GCSP

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1. Definitions

AMENDMENTS refer to any written changes, modifications, extensions, and/or reductions to an ORDER issued by INDUSTREAM.

CONFIDENTIAL INFORMATION encompasses all written or verbal details, data, technology, know-how, trade secrets, formulas, processes, studies, reports, results, patent applications, designs, sketches, photographs, plans, drawings, samples, business and financial reports, instructions, and other information elements acquired or developed by INDUSTREAM and disclosed to the SUPPLIER.

CUSTOMER refers to INDUSTREAM's customer as defined in the ORDER, if applicable.

DAYS are calendar days.

DEADLINES denote the delivery dates specified in the ORDER.

DEVELOPMENTS include all inventions, data, improvements, works, know-how, or any other information or development, whether patented or not, that the SUPPLIER conceives, modifies, develops, or discovers while preparing or performing the ORDER, particularly those related to the SERVICES.

DOCUMENTATION refers to all technical and commercial documentation and information that the SUPPLIER must provide to INDUSTREAM under the ORDER and the applicable LEGAL REQUIREMENTS and LAWS, which may include quality plans, progress reports, drawings, technical data sheets, health and safety plans, product safety certificates, certificates of conformity, inspection and test reports, operation manuals, maintenance manuals, and spare parts lists.

FINAL ACCEPTANCE means the final approval of the SERVICES, signified by the issuance of a certificate by INDUSTREAM at the end of the warranty period, confirming full compliance with the ORDER.

GOODS encompass any materials, items, products, patterns, models, moulds, accessories, components, installations, software, licences, rights, and related services (e.g., design, engineering) and DOCUMENTATION provided by the SUPPLIER.

INCOTERMS refer to the latest applicable edition of the Incoterms published by the International Chamber of Commerce.

INTELLECTUAL PROPERTY RIGHTS include all patents, trademarks, utility models, design rights, copyrights (including software rights), database rights, and any similar forms of protection.

INTRASTAT refers to Regulation 637/2004 of the European Parliament and of the Council on March 31, 2004, concerning the statistics on goods trading between European Union member states.

LAWS refer to all applicable laws, decrees, rules, and regulations in effect at the time of ORDER signing by INDUSTREAM and reasonably foreseeable during ORDER performance until PROVISIONAL ACCEPTANCE.

LEGAL REQUIREMENTS encompass all applicable laws, decrees, rules, regulations, and instructions at the SITE.

ORDER denotes any contract or order, including AMENDMENTS, for purchasing SERVICES and possibly GOODS, including appendices and referenced documents, entered into between INDUSTREAM and the SUPPLIER.

PROVISIONAL ACCEPTANCE means INDUSTREAM's approval of the SERVICES after the SUPPLIER has successfully demonstrated, through acceptance tests, that all SERVICES fully comply with the ORDER in terms of characteristics, quality, and performance.

INDUSTREAM stands for Industream Sàrl.

SERVICES represent the provisions, obligations, and duties performed by the SUPPLIER under the ORDER, including all DEVELOPMENTS and GOODS related to them. If the SERVICES or parts thereof are performed on SITE, the SERVICES include any necessary goods, tools, equipment, and means to complete the SERVICES on SITE.

SITE refers to the location or plant where the SERVICES are performed, as defined in the ORDER.

SPCN is the form sheet (SPCN – Supplier Project Change Notification) used by INDUSTREAM.

SUBCONTRACTORS are any third parties the SUPPLIER engages to provide or perform (wholly or partly) the SERVICES under the ORDER.

SUPPLIER is any company that enters into an ORDER with INDUSTREAM.

WORKSHOP TEST involves evaluating and testing the SERVICES at the SUPPLIER's and/or SUBCONTRACTOR's workshop or premises before placing them at INDUSTREAM's disposal. Such tests generally include quality, dimensions, materials, coating, and documentation inspections, and any other testing specified in the ORDER.

2. Scope of Application

2.1 These General Conditions of Purchase of SERVICES apply to all inquiries issued by INDUSTREAM and quotations submitted by SUPPLIER, as well as to all ORDERS, and are integral parts thereof.

2.2 SUPPLIER's quotations are free of charge to INDUSTREAM. INDUSTREAM does not bear costs or reimburse for visits, including SITE visits, feasibility studies, investigations, planning, or other preliminary work related to quotations unless otherwise agreed upon separately.

2.3 INDUSTREAM expects the SUPPLIER's unconditional order confirmation within fourteen (14) DAYS after the date of INDUSTREAM's written ORDER. If not received, INDUSTREAM may withdraw from the ORDER without compensating the SUPPLIER.

2.4 Terms and conditions in SUPPLIER's order confirmation that contradict the ORDER, these General Conditions of Purchase, and prior SUPPLIER quotations are not binding on INDUSTREAM, even if not expressly rejected, regardless of their assertion method or location.

2.5 Accepting or paying for any SERVICES does not imply INDUSTREAM's agreement to SUPPLIER's terms and conditions.

2.6 Specific provisions in the ORDER between INDUSTREAM and the SUPPLIER that contradict these General Conditions of Purchase prevail over the latter.

2.7 No ORDER or its modification, addition, or referenced documents is binding for INDUSTREAM unless issued or confirmed in writing by INDUSTREAM.

3. Supplier's Obligation of Result

3.1 The SUPPLIER must have the skill, care, diligence, and manpower necessary to perform the SERVICES expected from a professional supplier experienced in SERVICES of similar nature, size, scope, complexity, and value as the ORDER.

3.2 The SUPPLIER must strictly adhere to the ORDER terms and specifications, including any AMENDMENTS.

3.3 The SUPPLIER is obligated to achieve the specified results for the SERVICES provided under the ORDER. Additionally, the SERVICES must be suitable for their intended purpose and fully comply with the ORDER.

3.4 During ORDER performance, the SUPPLIER must:

(i) Fully comply with the ORDER;

(ii) Fully comply with the LAWS and LEGAL REQUIREMENTS provided INDUSTREAM has notified the SUPPLIER of the SITE;

(iii) Fully comply with all CUSTOMER's SITE regulations;

(iv) Provide the SERVICES professionally, adhering to the state of the art known at the ORDER signing date or specified in the ORDER. The SUPPLIER must inform INDUSTREAM of any advancements in the state of the art related to the SERVICES between the ORDER signing date and PROVISIONAL ACCEPTANCE, allowing INDUSTREAM to implement improvements through an AMENDMENT.

4. Order Modifications

Any ORDER modification must be documented in an AMENDMENT, subject to the same conditions as the ORDER and forming an integral part of it.

4.1 Modifications Requested by INDUSTREAM

4.1.1. INDUSTREAM can modify, change, extend, or reduce the ORDER scope or provisions at any time before PROVISIONAL ACCEPTANCE.

4.1.2 If SERVICES are deficient after delivery for reasons not attributable to the SUPPLIER, the SUPPLIER must timely replace them under reasonable conditions and costs as agreed between INDUSTREAM and the SUPPLIER upon receiving INDUSTREAM's AMENDMENT.

4.1.3 Upon receiving INDUSTREAM's modification request, the SUPPLIER must promptly examine it and cannot unreasonably refuse the requested changes without sufficient examination and justification.

4.1.4 If the requested changes affect the SUPPLIER's costs or DEADLINES, the SUPPLIER must notify INDUSTREAM within five (5) DAYS using INDUSTREAM's SPCN form (downloadable from the INDUSTREAM website). The parties must then negotiate equitable adjustments to the ORDER price and/or DEADLINES, promptly incorporating them into the ORDER in writing.

4.2 Modifications Requested by SUPPLIER

4.2.1 If circumstances arise after the SUPPLIER receives the ORDER or during its implementation that solely affect INDUSTREAM and could impact the SUPPLIER's performance, resulting in additional costs or DEADLINES changes, the SUPPLIER must immediately inform INDUSTREAM using the SPCN form.

4.3 Consequences of Submitting the SPCN

4.3.1 INDUSTREAM and the SUPPLIER must analyze and discuss the SPCN requests within a reasonable period. Upon mutual agreement, INDUSTREAM must remedy the circumstances or issue an ORDER AMENDMENT to adjust the ORDER price and/or DEADLINES.

4.3.2 SUPPLIER requests for additional costs not submitted timely or according to the SPCN procedure will not be recognized by INDUSTREAM and will not be compensated or result in DEADLINES adjustments.

5. Supplier's Duty to Inform

5.1 The SUPPLIER, as a specialist regarding the SERVICES purchased by INDUSTREAM, has a duty of candor and must provide advice, information, and proposals at all negotiation and performance stages. This duty must consider the latest technology and improvements known before and during the ORDER

implementation and reasonably foreseeable at that time. Additionally, the SUPPLIER must inform INDUSTREAM of any faults, deficiencies, or defects discovered in its SERVICES and any potential damages caused by such issues, especially those posing undue danger to personnel.

5.2 The SUPPLIER must thoroughly examine all documents forming part of the ORDER for adequacy regarding INDUSTREAM's expressed needs during negotiation and performance.

5.3 The SUPPLIER acknowledges full awareness of the SITE conditions and all related risks and constraints, as well as the industrial, social, and human environment where the SERVICES will be performed. The SUPPLIER must stay informed about these aspects throughout the ORDER performance.

5.4 The SUPPLIER must inform INDUSTREAM of any circumstances or requirements related to the SERVICES that could impair ORDER performance.

5.5 The SUPPLIER must check the correctness, adequacy, and completeness of all documents submitted by INDUSTREAM and/or referenced in the ORDER necessary for fulfilling its obligations. The SUPPLIER must immediately inform INDUSTREAM of any noted inaccuracies, mistakes, errors, or omissions in INDUSTREAM's documentation and propose suitable corrections. Failure to inform INDUSTREAM makes the SUPPLIER solely responsible for any consequences.

5.6 If the SUPPLIER lacks any documents referenced in the ORDER, it must request them from INDUSTREAM without delay. INDUSTREAM must provide these documents in a timely manner. Failure to request documents timely makes the SUPPLIER solely responsible for any resulting consequences.

6. Pricing

6.1 Unless otherwise agreed, all prices are fixed and non-revisable.

6.2 The prices cover the performance of SERVICES and include:

(i) All goods, means, services, costs for SUPPLIER's employees, SUBCONTRACTORS, and necessary tools, devices, accessories, and equipment for ORDER implementation;

(ii) All costs related to providing the SERVICES;

- (iii) The SUPPLIER's insurance costs;
- (iv) The provision of all DOCUMENTATION;
- (v) All training costs, if required;
- (vi) The costs of licenses and/or transfer of rights;
- (vii) All costs related to complying with LEGAL REQUIREMENTS, CUSTOMER's and/or INDUSTREAM's safety instructions;
- (viii) All other matters linked to performing the SERVICES in compliance with the ORDER.

6.3 Prices also include all taxes, contributions, and expenses except VAT or its equivalent.

7. Billing

7.1 All invoices must be sent by email to info@industream.com in PDF format, one invoice per email, and include:

- (i) Purchase Order Number (10 figures);
- (ii) Positions corresponding to the Purchase order;
- (iii) SUPPLIER's business name and address details;
- (iv) INDUSTREAM's name and address;
- (v) SUPPLIER's VAT registration number;
- (vi) INDUSTREAM's VAT registration number;
- (vii) SUPPLIER's company number;
- (viii) Invoice date;
- (ix) A unique invoice number;
- (x) Description and quantities of the SERVICES provided;
- (xi) Delivery date(s) of SERVICES;

(xii) Total VAT amount charged or a stipulation indicating reverse charge applicability;

(xiii) Price reductions, if applicable.

7.2 Invoices for SERVICES must be accompanied by evidencing documents, if required, approved by INDUSTREAM representatives.

7.3 Each installment requires a separate invoice.

7.4 INDUSTREAM only accepts invoices issued in the ORDER's specified currency.

7.5 The absence of express invoice rejection does not constitute acceptance of the invoices or SERVICES.

7.6 For invoices related to PROVISIONAL ACCEPTANCE of SERVICES, the SUPPLIER, by presenting such invoices, declares that any claims related to the ORDER have been submitted. Accordingly, the SUPPLIER cannot raise further claims having their cause before the PROVISIONAL ACCEPTANCE date or that the SUPPLIER was aware of by that date.

7.7 If the ORDER does not provide for PROVISIONAL ACCEPTANCE, the SUPPLIER, by presenting the invoice for completed SERVICES, declares that any claims related to the ORDER have been submitted. Thus, the SUPPLIER cannot raise further claims having their cause before the final completion date of the SERVICES or that the SUPPLIER was aware of by that date.

7.8 Non-compliance with these provisions will result in prompt invoice return to the SUPPLIER, without entitlement to claim interest for deferred payment.

8. Payment Terms

8.1 Payment will only be made against submission of a duly issued invoice by the SUPPLIER.

8.2 Unless otherwise agreed, payment will be made within 60 days of the month's end.

8.3 Unless otherwise agreed, INDUSTREAM only accepts bank transfer payments.

8.4 If installments are agreed upon, the SUPPLIER must invoice each installment separately.

8.5 No payment is due by INDUSTREAM before the respective event mentioned in the ORDER is fulfilled. Final payment is not due before INDUSTREAM's acceptance of the SERVICES regarding quantity, quality, and performance.

8.6 Any delay in achieving an event attributable to the SUPPLIER automatically postpones the installment payment related to that event.

8.7 Non-compliance of SERVICES with ORDER provisions means no payment is due by INDUSTREAM until the SUPPLIER fully remedies the non-compliance.

8.8 Final payment by INDUSTREAM does not release the SUPPLIER from any guarantees, liabilities, and obligations under the ORDER.

8.9 Payment of any invoice related to the ORDER does not constitute acceptance of the SERVICES, nor does it imply INDUSTREAM waives any rights under the ORDER and applicable LAWS.

9. Bank Guarantees / Security Bonds

9.1 If specified in the ORDER that the SUPPLIER must present securities for one or several obligations, such securities must be provided as bank guarantees/security bonds, unless otherwise agreed.

9.2 Bank guarantees/security bonds must comply with the INDUSTREAM form sheet "Letter of Guarantee FOR CP006" available on the INDUSTREAM website. INDUSTREAM can reject non-compliant guarantees/security bonds, postponing the related invoice payment.

9.3 Unless otherwise agreed, the bank guarantee/security bond must be issued by a first-rated bank accepted by INDUSTREAM and domiciled or having a subsidiary or branch in the country of INDUSTREAM's legal address.

9.4 INDUSTREAM must be able to enforce the unconditional bank guarantee directly upon first written request, without restrictions.

9.5 All costs related to the bank guarantees are borne by the SUPPLIER.

9.6 If a bank guarantee/security bond is required to cover a payment, it must be forwarded with the corresponding invoice.

10. Off-Setting, Assignment

10.1 The SUPPLIER agrees that INDUSTREAM has the right to offset any claims against the SUPPLIER after formal notice.

10.2 Without prior written consent, neither INDUSTREAM nor the SUPPLIER can assign any rights or obligations under the ORDER.

11. Safety, Health, Environment, Social Responsibility

11.1 General

11.1.1 INDUSTREAM is strongly committed to safety, health, social responsibility, and environmental preservation as core values.

11.1.2 The SUPPLIER is encouraged to support the United Nations Global Compact Treaty (<http://www.unglobalcompact.org>) and act in accordance with the International Labour Organization's (ILO) Declaration on Social Justice for a Fair Globalization.

11.1.3 The SUPPLIER must provide SERVICES that fully comply with safety, health, social, and environmental rules according to LEGAL REQUIREMENTS, CUSTOMER regulations, INDUSTREAM regulations, and LAWS. During ORDER implementation on SITE, the SUPPLIER and SUBCONTRACTORS must comply with all LEGAL REQUIREMENTS, CUSTOMER regulations, INDUSTREAM regulations, and LAWS.

11.1.4 The SUPPLIER must inform INDUSTREAM of any circumstances or requirements concerning safety, health, and environment related to the SERVICES that may impair ORDER performance. The SUPPLIER must seek information from INDUSTREAM regarding all CUSTOMER regulations, INDUSTREAM regulations, and conditions related to safety, health, environment, and social dialogue. INDUSTREAM will provide requested documents without undue delay.

11.1.5 The SUPPLIER must inform INDUSTREAM of all specific health, safety, environmental, and hygiene characteristics of the SERVICES. The SUPPLIER must inform INDUSTREAM of all particularities requiring special precautions or safety measures and remain responsible for taking them.

11.1.6 The SUPPLIER is fully liable for any action, omission, or negligence related to safety, health, social responsibility, and environmental preservation.

11.2 Safety

11.2.1 Safety at Work

11.2.1.1 Safety at work, particularly for INDUSTREAM's personnel, CUSTOMER's personnel, SUPPLIER's, SUBCONTRACTORS', and any third party, is a top priority for INDUSTREAM and must not be compromised.

11.2.1.2 The SUPPLIER must adhere to the instructions in the "General Safety Instructions for Industream sites" available on the INDUSTREAM website. These instructions supplement or replace CUSTOMER's health and safety instructions. In case of conflict, the stricter instructions apply.

11.2.1.3 The SUPPLIER must provide its staff with necessary personal protection and safety equipment as per LEGAL REQUIREMENTS, CUSTOMER's, and INDUSTREAM's instructions. The SUPPLIER is responsible for ensuring correct use of such equipment by its staff.

11.2.1.4 The SUPPLIER must only use SUBCONTRACTORS complying with LEGAL REQUIREMENTS, CUSTOMER, and INDUSTREAM instructions, and LAWS.

11.2.1.5 The SUPPLIER must inform its staff and SUBCONTRACTORS' staff about all applicable LEGAL REQUIREMENTS, CUSTOMER and INDUSTREAM instructions, LAWS, risks, and constraints related to the SERVICES.

11.2.1.6 The SUPPLIER must immediately inform INDUSTREAM representatives on SITE of any accidents, injuries, contamination, or pollution occurring on or near the SITE. The SUPPLIER must also inform INDUSTREAM of any hazardous products discovered during ORDER implementation and take appropriate measures to mitigate the consequences.

11.2.2 Prevention, Health, and Safety Plan

11.2.2.1 SERVICES can only start after presenting a prevention, health, and safety plan in line with LEGAL REQUIREMENTS, CUSTOMER, and INDUSTREAM instructions and participating in a safety kick-off meeting on SITE.

11.2.2.2 INDUSTREAM will verify and approve the SUPPLIER's prevention, health, and safety plan. If the plan does not meet requirements, INDUSTREAM can request corrections or modifications, which the SUPPLIER must implement without delay.

11.2.2.3 INDUSTREAM grants SITE access for SERVICES after SUPPLIER obtains required authorizations and personnel attend a SITE safety kick-off meeting.

11.2.2.4 The SUPPLIER is responsible for safety supervision and coordination of its SERVICES and those of SUBCONTRACTORS.

11.2.3 Safety Indicators

11.2.3.1 Upon request, the SUPPLIER must provide INDUSTREAM with reports on accident gravity, frequency indicators, or other safety indicators at a defined frequency.

11.2.3.2 The SUPPLIER must comply with agreed safety indicators throughout the ORDER duration.

11.2.3.3 If the SUPPLIER fails to meet safety indicators, it must submit an action plan to INDUSTREAM, detailing reasons and corrective measures. The SUPPLIER must implement the approved action plan at its own cost.

11.2.3.4 If the SUPPLIER fails to achieve agreed safety indicators after implementing the action plan, INDUSTREAM can terminate the ORDER per article 27.

11.3 Staff

11.3.1 The SUPPLIER must employ skilled staff and provide necessary means to perform the SERVICES according to the ORDER.

11.3.2 The SUPPLIER must exclusively employ qualified staff for the SERVICES, considering educational background, experience, local conditions adaptability, and physical and mental condition.

11.3.3 The SUPPLIER is solely responsible for the SERVICES performance under its authority.

11.3.4 The SUPPLIER must ensure sufficient personnel and resources are available to meet the program and DEADLINES.

11.3.5 INDUSTREAM reserves the right to refuse SUPPLIER's staff and means for the following reasons:

Serious professional deficiencies, insufficient qualification, breach of contractual obligations, misbehavior, misconduct, safety, hygiene, social, and environmental instruction violations.

Means inappropriate for timely SERVICES performance, with technical deficiencies or defaults, improper for safety, or environmentally detrimental.

11.3.6 The SUPPLIER must replace refused staff and means without delay.

11.3.7 The SUPPLIER bears all costs and consequences (e.g., delays, overtime) caused by staff and means refusal and replacement.

11.3.8 INDUSTREAM may request immediate replacement and deny SITE access to SUPPLIER's and SUBCONTRACTORS' staff acting carelessly, disrespectfully, or violating LEGAL REQUIREMENTS, CUSTOMER, and INDUSTREAM regulations, and LAWS.

11.4 Environment

11.4.1 The SUPPLIER must take protective measures to avoid environmental nuisances per LEGAL REQUIREMENTS, CUSTOMER, and INDUSTREAM regulations, and LAWS.

11.4.2 The SUPPLIER cannot bring hazardous or radioactive products to the SITE without INDUSTREAM's prior written approval. If it does, the SUPPLIER bears all costs for appropriate evacuation and handling.

11.4.3 Authorized hazardous or radioactive products must be handled and stored per LEGAL REQUIREMENTS, CUSTOMER, and INDUSTREAM regulations, and LAWS, with preventive measures to avoid contamination or pollution.

11.4.4 The SUPPLIER must regularly dispose of waste, including hazardous and radioactive waste, per LEGAL REQUIREMENTS, CUSTOMER, and INDUSTREAM regulations, and LAWS, at its own expense and risk.

11.4.5 If the SUPPLIER fails to dispose of waste after INDUSTREAM's notice, or in an emergency, INDUSTREAM can appoint a third party to do so at SUPPLIER's cost.

11.4.6 The SITE must be kept clean and tidy, with unnecessary materials and equipment regularly removed by the SUPPLIER.

11.4.7 The SUPPLIER is fully responsible for damages and consequences, including injuries, from not meeting environmental obligations.

11.5 Compliance with Tax and Labor Obligations

11.5.1 The SUPPLIER and SUBCONTRACTORS must comply with all LEGAL REQUIREMENTS and LAWS, particularly regarding work permits, tax, employment, and social contributions. The SUPPLIER must make timely payments of taxes, duties, salaries, and social contributions related to SERVICES. The SUPPLIER must provide documents proving compliance upon request.

11.5.2 The SUPPLIER must indemnify and hold INDUSTREAM harmless for expenses from non-compliance with tax and labor obligations.

12. SITE Conditions

12.1 Conduct on SITE

The SUPPLIER must ensure its activities do not affect or impair INDUSTREAM, CUSTOMER, or third-party activities on SITE.

12.2 Use of INDUSTREAM's and/or CUSTOMER's Premises

12.2.1 If INDUSTREAM and/or CUSTOMER provide premises and facilities (including equipment, machines, tools, materials) for ORDER performance, the SUPPLIER uses them at its own risk and cost and is responsible for their custody.

12.2.2 The SUPPLIER must maintain premises and facilities in good condition, clean, and safe throughout ORDER performance and not modify them without written authorization.

12.2.3 The SUPPLIER is liable for losses or damages related to using premises and facilities.

13. Documentation

13.1 DOCUMENTATION prepared or provided by SUPPLIER or SUBCONTRACTORS in connection with SERVICES is part of the ORDER.

13.2 The SUPPLIER must provide all DOCUMENTATION by the ORDER's due dates, in the agreed form and content.

13.3 INDUSTREAM can review and comment on DOCUMENTATION before SERVICES start, instructing the SUPPLIER to make changes. The SUPPLIER must implement these changes without delay.

13.4 The SUPPLIER remains liable for any inaccuracies, errors, or omissions in DOCUMENTATION, even if INDUSTREAM raises no objections.

13.5 DOCUMENTATION must be available for INDUSTREAM's unrestricted use. All DOCUMENTATION and related rights become INDUSTREAM's property.

14. Confidentiality

14.1 The SUPPLIER must maintain strict secrecy and confidentiality of all CONFIDENTIAL INFORMATION received or disclosed by INDUSTREAM.

14.2 The SUPPLIER must prevent disclosure or publication of CONFIDENTIAL INFORMATION to third parties without INDUSTREAM's prior written authorization.

14.3 The SUPPLIER must not use CONFIDENTIAL INFORMATION for purposes other than dealing with INDUSTREAM, nor provide services, design, engineering, manufacturing, assembling, erecting, selling, or maintaining SERVICES to third parties using this information.

14.4 Access to CONFIDENTIAL INFORMATION must be limited to employees and SUBCONTRACTORS who need it for contractual obligations. They must comply with confidentiality stipulations and sign non-disclosure agreements to protect INDUSTREAM.

14.5 The SUPPLIER must not use CONFIDENTIAL INFORMATION to file patent or industrial property rights applications.

14.6 The SUPPLIER must not assert possession or prior use rights based on CONFIDENTIAL INFORMATION.

14.7 The SUPPLIER must not dispute the validity of INDUSTREAM's patents or industrial property rights based on CONFIDENTIAL INFORMATION.

14.8 This article remains in effect for 15 years after the ORDER date.

15. Intellectual Property

15.1 INTELLECTUAL PROPERTY RIGHTS

15.1.1 All drawings, documents, models, patterns, and molds provided by INDUSTREAM and INDUSTREAM's prior INTELLECTUAL PROPERTY RIGHTS remain INDUSTREAM's property.

15.1.2 The SUPPLIER guarantees that SERVICES do not infringe third-party INTELLECTUAL PROPERTY RIGHTS. The SUPPLIER must indemnify INDUSTREAM and CUSTOMER against third-party claims for such infringements.

15.1.3 If SERVICES become subject to infringement claims, the SUPPLIER must obtain the right for INDUSTREAM and/or CUSTOMER to use the SERVICES or replace them with non-infringing equivalents, without reducing functionality or fitness.

15.1.4 If the SUPPLIER fails to address infringement claims, INDUSTREAM can take necessary actions and recover costs from the SUPPLIER.

15.1.5 This article survives ORDER termination.

15.2 DEVELOPMENTS

15.2.1 DEVELOPMENTS belong to the SUPPLIER if they arise from the SUPPLIER's sole inventive capacity, independently of INDUSTREAM's CONFIDENTIAL INFORMATION. In this case, the ORDER price includes granting INDUSTREAM rights and licenses, including sublicensing rights.

15.2.2 Otherwise, title to DEVELOPMENTS belongs to INDUSTREAM.

16. Subcontracting

16.1 The SUPPLIER cannot subcontract any ORDER obligations, services, or supplies without INDUSTREAM's prior written authorization. Authorized subcontracting remains at the SUPPLIER's risk and cost and does not relieve the SUPPLIER of obligations and liabilities.

16.2 The SUPPLIER is responsible for SUBCONTRACTORS' compliance with these General Conditions of Purchase of Services.

16.3 Non-compliance may result in ORDER termination per article 27.

17. Steel Product Procurement

When purchasing steel products for SERVICES, the SUPPLIER must prefer products from the Arcelor-Mittal Group.

18. Deadlines

18.1 The SUPPLIER must perform the ORDER in strict compliance with DEADLINES.

18.2 The SUPPLIER must immediately notify INDUSTREAM of any delays or circumstances affecting DEADLINES, specifying reasons, consequences, and actions. The SUPPLIER must address delays at its own cost if attributable to the SUPPLIER.

18.3 If SUPPLIER-caused delays affect DEADLINES, INDUSTREAM can extend deadlines, recover costs and damages, and retain other ORDER and legal rights. Compensation does not relieve the SUPPLIER of other obligations.

18.4 INDUSTREAM accepting DEADLINE non-compliance does not waive rights to compensation for related costs and damages.

19. Acceptance, Inspections, and Workshop Tests

19.1 INDUSTREAM can verify ORDER progress and proper performance through inspections and tests per INDUSTREAM's General Conditions related to Tests and Acceptances.

19.2 All SERVICES are subject to acceptance per INDUSTREAM's General Conditions related to Tests and Acceptance.

19.3 These General Conditions are integral to the General Conditions of Purchase for Services, available on INDUSTREAM's website.

20. Risk and Title Transfer

20.1 For SERVICES requiring PROVISIONAL ACCEPTANCE, risk transfers to INDUSTREAM on the PROVISIONAL ACCEPTANCE date.

20.2 Risk transfer does not release the SUPPLIER from remaining obligations.

20.3 Title transfer for GOODS forming part of SERVICES occurs immediately upon INDUSTREAM's possession, irrespective of SUPPLIER's financial status. The SUPPLIER must clearly identify GOODS as part of the ORDER at its works, warehouse, or other locations.

20.4 Title transfer does not release the SUPPLIER from remaining obligations.

20.5 INDUSTREAM refutes any SUPPLIER retention of title, which requires prior written consent. Unauthorized assertions of ownership, shared ownership, or liens make the SUPPLIER liable for damages.

20.6 GOODS cannot be pledged or transferred to third parties without agreement.

20.7 The SUPPLIER is responsible for GOODS' safe custody, protection, and preservation until INDUSTREAM takes possession.

21. Guarantee / Warranty

21.1 The SUPPLIER guarantees that SERVICES meet ORDER specifications and requirements, are fit for purpose, new, free from defects, and compliant with legal and safety standards. This does not amend or impair intellectual property terms.

21.2 Unless otherwise specified, the warranty period is:

Ten (10) years for building and civil works;

Two (2) years for other SERVICES.

Each period starts from SERVICES acceptance or PROVISIONAL ACCEPTANCE.

21.3 If INDUSTREAM notifies the SUPPLIER of any deficiencies or defects within the warranty period, the SUPPLIER must promptly remedy them at its own risk and cost. INDUSTREAM can demand repair, correction, modification, replacement, or new manufacture. The SUPPLIER bears all related costs.

21.4 Remedial work must comply with the ORDER and be performed per an approved program and methodology. SUPPLIER is responsible for providing defect-free SERVICES, meeting agreed quality criteria, characteristics, and performances. The SUPPLIER must collect deficient SERVICES or parts at its own cost.

21.5 Remedial work must not conflict with CUSTOMER's need to keep installations in operation. INDUSTREAM can postpone remedial work to a later date, provided safety and health are not affected.

21.6 If the SUPPLIER fails to take action within a reasonable time or in emergencies, INDUSTREAM can take remedial actions at SUPPLIER's cost and risk.

21.7 If INDUSTREAM notifies the SUPPLIER of defects within the warranty period, the warranty period is suspended until the SUPPLIER remedies the failure. The warranty period is extended by the suspension time.

21.8 The warranty period for repaired, replaced, or modified SERVICES restarts for the specified warranty period from the completion date.

21.9 The SUPPLIER must indemnify and hold INDUSTREAM, CUSTOMER, and third parties harmless from damages and losses resulting from defective SERVICES.

22. Liability

22.1 The SUPPLIER is liable for any injuries, losses, and damages suffered by INDUSTREAM, its employees, agents, representatives, CUSTOMER(S), and third parties due to SUPPLIER's breach of obligations, negligence, or wrongful acts. Damages include direct, indirect, consequential, special, incidental, physical, and moral damages. SUPPLIER's liability is unlimited unless agreed otherwise, except for personal injuries.

22.2 The SUPPLIER must indemnify and hold INDUSTREAM harmless from any actions, suits, claims, and demands arising from the ORDER and SERVICES, including third-party claims. This includes related expenses (e.g., attorney fees, court costs).

23. Insurance

23.1 The SUPPLIER must maintain insurance coverage to cover liabilities under the ORDER and applicable LAW.

23.2 Upon request, the SUPPLIER must provide INDUSTREAM with certificates from insurers confirming coverage and premium payments. Certificates must be replaced or renewed upon expiration.

24. Publicity

Without INDUSTREAM's prior written consent, the SUPPLIER cannot refer to the ORDER or contractual relations with INDUSTREAM for publicity or other publications, such as articles, photographs, films, or advertising posters.

25. Suspension

25.1 INDUSTREAM can suspend ORDER performance or parts thereof at any time by giving prior written notice. The SUPPLIER must cease activities on suspended SERVICES without delay but continue unsuspended SERVICES.

25.2 The SUPPLIER is responsible for the storage, care, custody, and risk of loss and damage for SERVICES already executed during suspension.

25.3 INDUSTREAM can request the SUPPLIER to withdraw staff and means from SITE. INDUSTREAM will bear the documented direct costs incurred by the SUPPLIER due to suspension and staff return.

25.4 INDUSTREAM can instruct resumption of suspended SERVICES at any time by giving written notice. DEADLINES will be extended by the suspension time only. SUPPLIER must resume suspended SERVICES without delay.

25.5 If suspension exceeds ninety (90) DAYS, additional direct expenses and costs incurred will be determined and settled by the parties.

26. Supplier's Non-Compliance

26.1 Non-fulfillment of SUPPLIER's obligations entitles INDUSTREAM to:

- (i) Constrain the SUPPLIER to comply with the ORDER without delay;
- (ii) Postpone acceptance or PROVISIONAL ACCEPTANCE dates;
- (iii) Apply liquidated damages, if specified in the ORDER;
- (iv) After prior notice, replace the SUPPLIER or appoint a third party to fulfill obligations at SUPPLIER's cost, seek compensation for incurred costs, terminate or cancel the ORDER, and claim indemnification for damages.

Non-fulfillment includes, but is not limited to, breach of contract, unsatisfactory performance, non-compliance with LEGAL REQUIREMENTS, CUSTOMER, and INDUSTREAM regulations, and LAWS, subcontracting contrary to ORDER provisions, missing DEADLINES, unauthorized assignment of rights and obligations, and non-achievement of safety indicators.

26.2 INDUSTREAM must give written notice to the SUPPLIER to remedy its failure. The SUPPLIER must provide a corrective action plan without delay, describing measures and a schedule to remedy the failure, subject to INDUSTREAM approval.

26.3 If the SUPPLIER fails to provide or comply with the corrective action plan, INDUSTREAM can take actions as specified in article 26.1.

26.4 In emergencies, particularly for health and safety reasons, INDUSTREAM can implement reasonable measures without prior notice to mitigate consequences and send a formal notice to the SUPPLIER.

27. Termination

27.1 Termination by INDUSTREAM for Reasons Not Attributable to the SUPPLIER

27.1.1 INDUSTREAM can terminate the ORDER or parts thereof at any time at its discretion, with or without cause, by written notice to the SUPPLIER.

27.1.2 Upon receiving the termination notice, the SUPPLIER must promptly stop all works under the ORDER subject to termination and terminate related agreements with SUBCONTRACTORS and third parties.

27.2 Termination by INDUSTREAM for Reasons Attributable to the SUPPLIER

27.2.1 If the SUPPLIER fails to remedy or commence actions to remedy its failure per article 26, INDUSTREAM can terminate the ORDER or parts thereof with immediate effect by giving official notice.

27.2.2 INDUSTREAM can also terminate the ORDER immediately by official notice if:

- (i) SUPPLIER's financial situation prevents proper and timely ORDER implementation;
- (ii) SUPPLIER becomes subject to insolvency, liquidation, winding-up, cessation of business, indebtedness, bankruptcy, or similar procedures;
- (iii) Substantial corporate modifications affect SUPPLIER's legal structure or significant changes in control of SUPPLIER's share capital occur.

27.3 Consequences of Termination

27.3.1 Financial consequences are determined as follows:

- (i) For termination under article 27.1, INDUSTREAM will compensate the SUPPLIER for completed SERVICES and documented direct costs incurred for SERVICES in process and due to termination. Further claims, particularly for indirect costs, are excluded.
- (ii) For termination under article 27.2, INDUSTREAM will compensate the SUPPLIER for completed SERVICES compliant with the ORDER. INDUSTREAM can take possession of SERVICES in process and pay documented direct costs incurred. The SUPPLIER is liable for INDUSTREAM's costs to complete the ORDER and any damages resulting from SUPPLIER's failure.

27.3.2 Amounts over- or underpaid concerning ORDER progress at termination will be settled without delay.

27.3.3 Terminated SERVICES paid for by INDUSTREAM become INDUSTREAM's property, and the SUPPLIER must place them at INDUSTREAM's disposal.

27.3.4 Upon ORDER termination, the SUPPLIER must return all drawings, documentation, CONFIDENTIAL INFORMATION, and materials provided by INDUSTREAM within 14 DAYS.

27.3.5 ORDER termination per articles 27.1 and 27.2 does not affect other INDUSTREAM rights.

28. Force Majeure

28.1 Neither party is responsible for non-fulfillment of obligations due to Force Majeure, an unforeseeable, irresistible event beyond reasonable control preventing ORDER performance. Events defined by Document ME 188 in Article 10.1 of the "General Conditions for the Supply of Plant and Machinery for Export" are considered Force Majeure events.

28.2 Affected parties must inform the other party in writing within two (2) DAYS of Force Majeure occurrence and take steps to mitigate effects. Written notices must include official statements confirming Force Majeure.

28.3 If ORDER execution is impossible or postponed for over three (3) months due to Force Majeure, either party can cancel the ORDER with fifteen DAYS notice.

28.4 Each party bears its own costs from Force Majeure start to end or ORDER termination.

29. Compliance / Code of Conduct

29.1 The SUPPLIER must comply with the supplier code of conduct, available on INDUSTREAM's website. The SUPPLIER must take reasonable measures and consult INDUSTREAM if problems arise. The SUPPLIER must obligate SUBCONTRACTORS similarly and provide written proof upon request.

29.2 If SUPPLIER fails to adhere to compliance principles or if claims are made against INDUSTREAM, INDUSTREAM can demand information and conduct investigations with SUPPLIER support. Non-compliance entitles INDUSTREAM to demand compensation, terminate the contract, or withdraw from it, and the SUPPLIER must indemnify INDUSTREAM against all claims.

30. Severability

If any provisions of these General Conditions of Purchase of SERVICES or the ORDER are found illegal, invalid, or unenforceable, all other terms remain unaffected. Parties agree to replace void provisions with similar ones achieving the initial economic purpose.

31. Disputes and Applicable Law

31.1 Unless otherwise stipulated, these General Conditions and the ORDER are governed by the laws of INDUSTREAM's domicile, excluding international civil law, standard international law, and the United Nations Convention on Contracts for the International Sale for Goods (CISG).

31.2 The SUPPLIER accepts the jurisdiction of the courts where INDUSTREAM is domiciled. Disputes arising from the ORDER will be settled by the competent court at INDUSTREAM's registered office. INDUSTREAM reserves the right to bring disputes to the SUPPLIER's registered office court or where the SERVICES were delivered or should have been delivered.

32. Communication Form

32.1 "Written," "in writing," and formal communications and notices required by the ORDER can be made by email but must be confirmed by a signed original document sent by public or private carrier with acknowledgment of receipt.

32.2 The effective communication date is the date received by the recipient before 12:00 a.m. on a working day; otherwise, it is the next business day. Signatures on documents sent by mail, email, or platform cannot be repudiated.

This adapted document maintains the integrity and intent of the original while reducing similarity and ensuring clarity for Industream Sàrl.