

## GENERAL TERMS AND CONDITIONS OF SALE (Jan 2023 – FRANCE )

All sales by the “Seller” of products and/or accessories (“Product”/“Products”) shall be subject to the following general terms and conditions, provided these terms and conditions are not incompatible with any provisions that may be agreed between the Buyer and the Seller in a specific written agreement. Any other General Terms and Conditions of Sale, to which the orders of the Buyer or his agent may refer, shall not apply, even if they have not been rejected explicitly by the Seller.

### Article 1: DELIVERY

Delivery dates specified in an order confirmation are indicative, non-binding for the Seller and the latter accepts no liability for any delay. Unless otherwise stipulated in the order confirmation, Products are sold “ex works of the Seller (loaded onto the next arriving vehicle)”. The Products shall be delivered in the Seller’s standard packaging with the latter’s standard labels and markings. The trade terms (such as “Ex works of the Seller (loaded onto the next arriving vehicle)”) shall be interpreted according to the Incoterms 2020 rules, as published by the International Chamber of Commerce (the “Incoterms”), which form an integral part of these Terms and Conditions.

### Article 2: OWNERSHIP AND RISK

**Ownership of the Products shall only pass to the Buyer when price of the latter (including the principal sum and charges) is paid in full by the Buyer, according to the provisions of Article I.624-16 of the French Commercial Code.**

At all times, the Buyer shall ensure that the Products in his possession can be identified as the property of the Seller. By express agreement, the Seller may exercise any rights that he holds under this retention of title clause, for any of his claims to any of the Products that are in the Buyer’s possession, as it will be contractually presumed that no payment has been transferred for the latter. The Seller may take them back or claim them as compensation for all his unpaid invoices, without prejudice to the Seller’s right to cancel any current sales.

The retention of title applies to the Products regardless of whose possession they are in. The Buyer is entitled to resell the delivered products within the framework of the normal operation of his business. The Buyer can neither pledge the delivered goods, nor transfer ownership of the latter as security. The right of resale is automatically revoked in the event of the Buyer's default or late payment. In the event of resale, the Buyer agrees to immediately notify the Seller so that the latter can exercise his right to a price adjustment or his right of resale to a third party buyer. The Buyer agrees to prepare all documentation and take all steps required in order to assert the Seller’s reservation of ownership in the country of the third party buyer.

The transfer of risk takes place when delivery is deemed to have taken place at our premises. However, if delivery is conducted by the Seller, this transfer takes place as soon as the truck is opened for unloading by the Buyer, instead of upon delivery. The retention of title clause does not preclude the transfer of risk to the Buyer upon delivery.

### Article 3: PRICES

The price of the Products is that indicated on the price list that applies when the order confirmation is sent, subject to the price indexation, as stipulated below.

The price also mentions all applicable discounts, rebates, and reductions. No early payment discount. The Buyer shall pay the Seller the agreed price for the Products, without deduction or discount, unless otherwise agreed in writing by the Seller. The Seller shall be entitled, without prior written notification or the agreement of the Buyer, to index the agreed price according to the MEPS EU Carbon Steel Price Index HD. Galv. Coil (ref 1997), unless the index price is lower than the price agreed when the order was confirmed.

Any binding and final order obliges the Buyer to pay the stipulated price.

The part of the unit cost that the Seller bears for the management of waste from construction products and materials from the building sector (PMCB), as invoiced by the eco-organisation to which the Seller belongs, is passed on in full to the professional Buyer of the product without the possibility of a reduction

### Article 4: TAXES AND CHARGES

All taxes, excises, duties, levies and other charges that may be levied in connection with the Products shall be borne by the Buyer, except duties and taxes that are payable by the Seller prior to the delivery of the Products, according to the agreed Incoterm(s).

If the delivered Products are exempt from VAT due to the intra-Community nature of the delivery or the export destination of the delivered Products, and if the Buyer assumes responsibility for the carriage of the Products, at his own risk and for his own account (Incoterm, EXW, FOB, FCA, etc.), the Seller will only be required to apply the VAT exemption if the Buyer provides him with sufficient proof of the transport and arrival of the delivered Products in the country of destination.

#### ARTICLE 5 : INVOICING - PAYMENT – LATE PAYMENT

Each delivery will be invoiced. The Buyer shall pay the Seller in cash unless otherwise agreed in the order. Any partial or full delay in payment will automatically result in the following consequences:

The invoicing of late payment penalties calculated at the interest rate applied by the European Central Bank at its most recent refinancing operation, increased by ten (10) percentage points. These penalties may be applied with effect from the day after the due date mentioned on the front of the invoice, without written notice of default.

The invoicing of the lump sum of €40 per unpaid invoice in order to cover recovery costs.

In addition, failure to pay an invoice on its due date shall cancel, automatically and without prior notice, the terms of payment granted for any other invoices that have not been paid by the Buyer on this date, the total sum of which shall become immediately payable. In the event of any payment incident (presentation of an uncovered cheque or bill of exchange, etc.) or any doubts concerning the Buyer's solvency due to a binding measure or any other event suffered by the latter and brought to the attention of the Seller, the Seller shall be entitled to modify the payment terms without notice and require payment in cash for all past, ongoing, future or new deliveries, in addition to the provision of any securities that he deems necessary. If the Buyer fails to comply with the Seller's new payment terms or fails to provide adequate guarantees, the Seller reserves the right, at his own discretion, to suspend all subsequent deliveries until full payment is made or adequate securities have been provided. Alternatively, the Seller may cancel all ongoing orders for Products according to Art. 9 of these Terms and Conditions and cancel the contract immediately and unilaterally. The payment terms are those specified in the order confirmation and/or in the General Terms and Conditions of Sale and/or in the contracts. All payments must be made in the Seller's name. All payments made before delivery or before invoicing shall be considered a deposit against the final price. They will remain the property of the Seller, regardless of the outcome of the Order, once it becomes final.

#### Article 6: FORCE MAJEURE

Neither Party (the Buyer and the Seller are each individually referred to as the "Party" and jointly as the "Parties") shall be liable to the other Party for any default or delay in the performance of any of his obligations as a result of a situation of force majeure, such as but not limited to fire, explosion, strikes, riots, civil or international war, invasion, epidemics, mandatory act of government, storms, earthquakes, refusal by the authorities to grant import/export licences, or the cancellation of the latter, the inability to obtain the Products and/or the raw materials and/or parts in a timely manner and/or in sufficient quantities because of force majeure affecting third parties, or any other cause beyond the reasonable control of either of the two Parties. Force majeure is excluded with respect to payment obligations.

The Parties must immediately inform each other in writing if a situation of force majeure arises.

If the Parties are confronted with a situation of force majeure, the performance of each of their contractual obligations shall be automatically and legally suspended for as long as the force majeure situation persists.

If the force majeure situation lasts for more than one month, the Seller is entitled to terminate the agreement unilaterally, at no cost, and with immediate effect.

#### Article 7: GUARANTEE

The Seller guarantees (i) that, at the time of delivery, the Products conform to the specifications included in the order confirmation, taking into account the usual tolerances included in the existing and generally accepted European standards and general practices applicable to the Products. (ii) A general 10-year guarantee with regard to the functional characteristics of our Products is granted (the "Guarantees"), provided the Buyer complies with the obligations set out below. The Buyer guarantees that, in the event of resale, his customer and the end user will

comply with the conditions of Article 7. The Buyer fully indemnifies the Seller against any claims that may arise due to failure to comply with the provisions of Article 7.

### 7.1. Conditions for guarantees

The guarantees shall only apply if the Products or any components of the latter:

1. Are always transported and stored in the original packaging under the conditions indicated by the Seller (for example, covered and in a safe location, minimum temperature, maximum humidity level, neutral atmosphere, etc.) or in the absence of the latter, at least under conditions that are generally acceptable for this type of Product;
2. Are handled at all times according to the Seller's instructions and specifications, or, in the absence of the latter, at least with the care and caution generally acceptable for this type of Product;
3. Are stored, installed, and maintained strictly according to the instructions and specifications of the Seller (including the technical specifications found in the catalogue), or, in the absence of the latter, with at least the care and diligence generally accepted for this type of Product, in order to avoid damage to the Products and/or immediately identify and report any irregularities;
4. Have not been stored inappropriately prior to processing or installation of the Products or to any unauthorised adjustment, modification, repair or any attempts of this nature;
5. Have at all times been "used in the normal manner" for the intended purpose and not have been misused, damaged, or incorrectly used in any way whatsoever. The above-mentioned words "used in the normal manner" shall refer to the regular, ordinary and routine use of the Product in question as intended and/or recommended by the Seller;
6. Have always been maintained according to the Seller's instructions or, in the absence of the latter, at least at regular intervals and in a manner consistent with the generally accepted practices for this type of Product;
7. More specifically, in the event of resale, the Buyer must require his customer and the end user to take the following steps (in compliance with all the established practices, as well as all safety and precautionary measures when carrying out the following instructions):
  - a. If the Products are covered with a protective film, the film must be removed within one month of delivery;
  - b. The Products must be stored in the following manner: the Products must be stored in a dry place (under a roof or tarpaulin), no water must stagnate between the Products, the storage location must be sufficiently ventilated, and the Products must not be stored for longer than 1 month after delivery.
  - c. If edges are not covered or if corrosion takes place, take immediate steps to treat the materials according to the methods specified by the Seller;
  - d. Check the Products and building envelope regularly and at least once a year;
  - e. Clean and, if necessary, treat the Products regularly, in order to conform with the instructions and specifications of the Seller or, in the absence of the latter, in the manner and with the care and diligence that are generally applied to this type of Product.
8. In no event shall the Seller be liable for any defect, fault, loss or damage to the Products or any component of the latter, which arises as a consequence of >(i) failure to comply with the conditions set out in Article 7.1. (ii) or condensation, mould or other stains caused by storage conditions before processing and/or due to them being stored for more than one month after delivery in the original packaging or installation that fails to comply with the specifications and instructions of the Seller or in the absence of the latter, according to generally accepted practices for this type of product, or (iii) the corrosion of uncoated edges or corrosion or peeling as a result of the action of corrosive substances and gases, containing acids, bases, solvents or abrasive substances, on the Products and/or coating, (iv) wear and tear, or (v) conditions that may accelerate the process of corrosion of steel, such as but not limited to weather conditions, such as exposure to extreme temperatures, or high levels of salt and/or sand in the environment, or other effects resulting from causes within the building, or due to the presence of pollutants or

abnormal atmospheric pollution, contact with aggressive fumes or chemical products, the emission of harmful gases, fumes or chemical products from natural or artificial sources at or within 500 metres of the location where the Products have been installed, or (vi) the accumulation of dirt, or formation of pools of water on roofs and/or overlapping surfaces that are not sufficiently waterproof, which trap water and other pollutants, or (vii) the installation of other products and accessories (including but not limited to) solar panels or any other activity that leads to additional pressure on the Products of the Seller, except for the use and application of the Products recommended by the Seller for this purpose from his Product range, according to the product brochures of the Seller.

## 7.2. Shades and colours

Unless otherwise specifically agreed in writing, the Seller does not guarantee the uniformity of shades and colours. If the above-mentioned clause has been genuinely agreed, the this uniformity will be judged according to the local practices currently accepted in the sector and will only apply to all Products or any component ordered by the Buyer as part of a single (1) order (from the same batch of steel) and confirmed by the Seller. Colour samples and/or photos of Products in the Seller's catalogues, brochures and other promotional materials are intended purely for advertising purposes and may deviate from the actual colours and shades.

## 7.3 Measures under the guarantees

7.3.1. If with respect to any Products that have not yet been processed or installed, the Seller acknowledges that the delivered Product or any part of the latter does not meet the guarantees, the Seller shall, at his own expense and at his discretion, either: (i) Repair, correct or adjust the Product or the component concerned; or (ii) replace the Product or component(s) of the latter or (iii) refund their price or (iv) if the price has not yet been paid in full or has only partially been paid by the Buyer, reduce the price or (v) cancel the contract and refund the corresponding purchase price.

A replacement component must be at least equivalent to the original component in functional terms. The replaced Product and/or component(s) shall become the property of the Seller and shall, at the request of the Seller, be returned by the Buyer to the Seller at the Seller's risk, peril, and expense.

7.3.2. Repair of the installed and processed Products and/or components under the guarantees shall include the cost of material and labour. However, this shall not extend the original duration of the guarantees. The replacement of the installed and processed Products and/or components under the guarantees covers the cost of material and labour and does extend the original duration of the Guarantees.

7.3.3 Return of the defective Product or components of the latter to the Seller and then back to the Buyer:

a. The Buyer shall not, under any circumstances, return a defective Product or any part of the latter to the Seller without the prior written approval of the Seller.

b. Prior to the return of any defective Product or part of the latter to the Seller, the Seller shall, in consultation with the Buyer, determine whether the repair or replacement of the defective Product shall be carried out at the location where the Product is installed or on the Seller's premises or at any other location appointed by the Seller.

c. The cost of packaging, transport and insurance with regard to the shipment of the allegedly defective Product or part of the latter to the Seller for repair or replacement shall be borne by the Buyer if it becomes apparent that no repair or replacement was necessary. These costs shall be borne by the Seller if it is established that essential repairs or replacements were required.

7.3.4 The measures set forth in Article 7.3.1 shall constitute the sole and exclusive options for the Buyer and shall be the sole and exclusive responsibility of the Seller regarding the guarantees incumbent upon him, which shall never exceed the applicable sale price of the Product to be replaced, which means that any compensation for resulting damage is excluded.

The measures set forth in Article 7.3.2 shall only entitle the Buyer to additional compensation for any costs incurred for installation or removal at the current market rates, if it is established that the defect was not previously

attributable to the assembly or installation of the Product and on the condition that the Buyer complied with his obligation to limit damage and strictly followed all assembly/installation procedures, in which compensation for any resulting damage is expressly excluded.

The guarantees included in these terms and conditions do not apply to Products purchased by the Buyer with visible defects and deformities, which are known to the Buyer, and/or for Products that are specifically marked and sold by the Seller as “non-premium” or any other equivalent.

7.4. Any technical advice provided by the Seller, either verbally or in writing, before and/or during use of the Products, shall be given in good faith based on current scientific knowledge. The advice in no way releases the Buyer from his obligation to assess the Products delivered by the Seller for suitability for the intended processes and/or application(s) and use them exclusively for these purposes. The use and processing of Products for a specific application is therefore the sole responsibility of the Buyer.

## Article 8: COMPLAINTS

### 8.1. Visible defects

The Buyer shall inspect the Products at the time of delivery, including in regard to quantity, dimensions, weight, and conformity with the information listed on the order confirmation/shipping note, and shall record any other visible damage to the Products on the shipping note. Unconditional acceptance by the Buyer means that the accepted delivery fully complies with the order confirmation and shipping note. Any reservation on behalf of the Buyer related to any deviation from the contents of the order confirmation must be followed by a written complaint, which must be sent to the Seller within 72 hours of delivery of the Product.

If the Products are transported at the expense and/or risk or peril of the Buyer, the latter must draft and send a substantiated and detailed complaint to the Seller by registered post and, if they were transported by CMR, to the transport company for any loss of and/or damage to the Products while in transit.

Contested Products must be placed, free of charge, at the Seller’s disposal so that the Seller can conduct a cross-inspection (in or out of court) and can only be returned to the Seller with the prior written consent of the latter.

### 8.2. Hidden defects

The Seller must be notified, in writing, of any repair or replacement claims based on the Guarantees set out in Article 7 within eight (8) days of the date, on which the defect or fault was discovered, noticed or, if applicable, could have been noticed for the first time.

## Article 9: CANCELLATION

The Seller is entitled to cancel the contract with the Buyer in the following cases:

1. At any time, with immediate effect, without a court order and without any form of compensation, in the event of (i) the cessation of payment or the (application for) bankruptcy of the Buyer, or (ii) in the event of the liquidation or termination of the Buyer's activities, or (iii) if (some of) the Buyer's assets are seized;
2. If, at any time, the Buyer fails to fulfil his obligations with respect to the Seller, including (but not limited to) financial obligations, despite written notice of default subject to a period of seven days.

If appropriate, all of the Seller's claims shall become immediately payable and the Buyer shall owe the Seller fixed compensation amounting to 10% of the total price of the relevant order (or the part of the order that has not yet been fulfilled), without prejudice to the right of the Seller to claim more compensation if the actual damage incurred is greater.

This is without prejudice to the Seller's right to implement the agreement in exchange for cash payment in the above-described cases. If the Seller has already delivered the Products, he shall be entitled, without prejudice to all his rights, to take possession of his identifiable Products, without the involvement of a court, with the Buyer or his appointed curator, liquidator or ad-hoc agent being required to provide assistance to the Seller for this purpose.

## Article 10: CANCELLATION / NON-ACCEPTANCE OF THE ORDER BY THE BUYER

The Buyer accepts that his order shall be considered final from the moment when it is placed. Therefore, it cannot be modified, cancelled or revoked, without the prior written consent of the Seller.

If the Buyer does not accept delivery of the Products on the agreed delivery date due to an event that cannot be attributed to the Seller, the latter, without notice of default or any other notification to this effect, shall be entitled to invoice for storage costs at the rate of 0.5% of the invoiced value of the Products for week started after the original delivery date for a maximum of ninety (90) days.

Should the Buyer not accept delivery of an order, he will be required to pay to the Seller the full amount of the order in lieu of compensation and interest, notwithstanding the fact that storage is limited to ninety (90) days. Any deposits already received will be applied by the Seller as a payment for the above compensation. The Parties agree that production shall also be taken to mean purchase by the Seller of raw materials and/or materials that are not often used.

#### Article 11: LIMITATION OF LIABILITY

Without prejudice to the provisions of Article 7 and except in the event of gross negligence or deliberate intent by the Seller, the Seller's liability is expressly limited to (i) compensation for foreseeable, personal, and direct damage suffered by the Buyer and (ii) the amount that the insurer of the Seller shall pay, where appropriate, or (in the event of no payment) the invoiced amount relating to the delivery or service, from which the liability arises.

Any liability of the Buyer concerning all indirect or consequential damage is excluded.

#### Article 12: RIGHTS OF THIRD PARTIES

The Seller shall not assume any liability or obligation to pay compensation for any Product or part of the latter that (i) is based on the characteristics, drawings, models or other data provided by the Buyer or (ii) has been unilaterally adjusted by a party other than the Seller or (iii) if the Buyer continues with the alleged infringing activities after having been provided with adjustments, in order to avoid the alleged infringement, (iv) when the use of the Product or the combination of the latter with other products, processes or materials or the standard composition of the latter, rather than the Product itself, is the primary cause of the infringement.

If it has been determined by a court judgment with force of res judicata that the Seller has infringed or abused third party rights of this nature if the Seller himself notices this abuse, the Seller may decide, at his own discretion and expense, to (i) modify the Product so that it no longer infringes or abuses the rights of third parties or (ii) attempt to obtain a licence or other right to use the Product or (iii) replace the applicable Product with a product that does not constitute a violation. If the above-mentioned options are not available under commercially reasonable terms and conditions and/or within a reasonable period, the Seller may demand the return of the Product and refund to the Buyer the amount that he paid for the Product, minus any incidental compensation.

The remedies set forth in Article 11 represent the sole and exclusive method and form of compensation available to the Buyer. Any other form of claim for damages and interest, whether for direct or indirect damage, shall be refused.

#### Article 13: CONFIDENTIALITY - INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specifically agreed in writing by the Seller, the Buyer shall under no circumstances disclose to the public or any third parties any confidential information or information that is owned by or in the possession of the Seller.

All patents, trademarks, copyrights and/or any other intellectual property rights and/or any property or confidential information regarding the Products shall remain the property of the Seller or his licensor. The Buyer shall not derive any patent, licence or other intellectual property rights belonging to or in the possession of the Seller, and is not permitted to disclose any confidential information to third parties, even if such information is of a commercial nature with respect to these intellectual property rights, under penalty of compensation for proven damages.

#### Article 14: USE OF VISUAL MATERIAL

The Buyer agrees that the Seller may take photos of projects created with his materials and use them for advertising purposes (online and offline communication).

#### Article 15 – DIVISIBILITY

Any partial invalidity, nullity, viability or unenforceability of one or more provisions of these general terms and conditions shall not affect the validity, viability and enforceability of the other provisions. In such cases, the Parties undertake to replace the relevant provision with a valid, viable and enforceable clause, which corresponds to the original purpose of the relevant provision as closely as possible.

#### Article 16: TRANSFER

Neither party may, without prior written consent, transfer the benefits or obligations aNeither party may, without the prior written consent of the other party, transfer any benefits or obligations that arise from the agreement or are created in this context, either partially or fully, in any way to third parties, despite the fact that the Seller may assign the agreement, without the Buyer's consent, to an affiliated company or to a third party pursuant to an assignment, demerger, merger or exchange of a department/branch of the Seller or as part of a factoring procedure. In this case, the contract shall be valid and remain binding for the legal successors of each party.

#### Article 14: APPLICABLE LAW AND JURISDICTION

**All questions relating to these general terms and conditions and the sales, to which they pertain, are governed by French law. THE COMMERCIAL COURT OF THE SELLER'S REGISTERED OFFICE SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES RELATING TO THEIR INTERPRETATION OR EXECUTION, EVEN IF SEVERAL COURTS, PARTIES, APPEALS OR SUMMARY PROCEEDINGS ARE INVOLVED.**

#### Article 15: PRIVACY

As personal data is processed in the context of the performance of the work, this personal data will be processed in an appropriate and careful manner, according to the Data Protection Law of 20 June 2018 and the General Data Protection Regulation that has applied throughout Europe since 25 May 2018. Technical and organisational measures will be taken, in order to protect personal data against loss or any other form of illegitimate processing, according to the current standards and the nature of the processing. The Seller undertakes to retain this personal data only for a reasonable period that is necessary for the purpose of this data collection. The Buyer may exercise his right to access, correct and contest any personal data relating to him, at any time, by contacting the company at the following address:

#### Article 16: USE OF VISUAL MATERIAL

The Buyer agrees that the Seller may take photos of projects created with his materials and use them for advertising purposes (online and offline communication).