

## GENERAL SUPPLY TERMS AND CONDITIONS OF VILLARES METALS S.A.

The following General Supply Terms and Conditions are part of this commercial request/proposal and, in the lack of a specific supply and/or service agreement with better provisions on the relationship between the parties, shall regulate the supply activity between VILLARES METALS S.A. (VMSA) and the Customer. These General Supply Terms and Conditions ("Agreement") shall supersede any general terms and conditions and/or agreements submitted by the Customer, even when such documents state otherwise, to the exception, however, of possible cases where VMSA, through its legal representatives, signs and expressly accepts the Customer's agreement. The simple acceptance of a Purchase Order signed by a VMSA's employee shall not operate as a right to approve any terms contradictory hereto, therefore, the terms of this Agreement shall prevail. Should there be no conflicts among the legal provisions hereof and the ones of a specific agreement signed by VMSA's and the Customer's legal representatives, the provisions below shall remain in force as follows:

- All deadlines, prices, final products, and conditions in the Request/Proposal negotiated by the parties, as the case may be, shall be subject to reduction to practice of the conditions established by VMSA so as to make it possible to accept the issuance of the Purchase Order, which shall take place upon an Authorization and/or offer e-mailed by a VMSA's employee.
- Customer acknowledges that customs duties, import tariffs, taxes, and/or other charges arising from trade policy measures, whether known or unknown at the time of entering into this Request/Proposal (collectively, "tariffs"), may apply on the goods or services supplied by VMSA, or on any raw materials or components procured by VMSA for the purpose of fulfilling its obligations under this agreement.
- Customer shall be liable for and shall reimburse VMSA in full for any tariffs incurred. Alternatively, VMSA may, at its discretion, add the tariffs to the purchase price payable by Customer. All payments in respect of tariffs shall be made by Customer in accordance with the payment terms set forth in this Request/Proposal.
- VMSA hereby informs that it does not use e-mail addresses from public domains (e.g., "#@gmail.com", "#@hotmail.com", "#@yahoo.com.br", etc.) to exchange electronic messages, therefore, the Customer shall accept any kind of information, payment slip, etc. they may receive by any means other than the domain (employee's name@villaresmetals.com.br) at its own account and risk, and shall neither hold VMSA responsible nor be released from its obligations as a result thereof.
- All information provided by the Customer shall be accurate, complete, and fully disclosed to VMSA. VMSA shall not be held responsible and shall be indemnified by the Customer in the case of any claims resulting of lack of information and/or provision of inaccurate information.
- By virtue of the Request/Proposal, each of the parties may have access to information marked as confidential from the other party, provided that both parties shall use the same degree of care as they use with regard to their own confidential information to protect the other party's confidential information. Notwithstanding the aforementioned, the following shall not be regarded as confidential information: (a) by documented records was known to the receiving Party or its officers, directors or employees prior to receipt from the other Party without the obligation to confidentiality; (b) is or becomes available to the public generally other than by or through acts or omissions in breach of this Agreement by the receiving Party; (c) is rightfully obtained by the receiving Party without restriction from sources other than the disclosing Party who are rightfully in possession of such information

and who are not under any obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without the use of or recourse to the disclosing Party's Confidential Information. The receiving Party shall prove the existence of the afore-mentioned exceptions, in case the receiving Party insists on them.

- Any disclosure of Confidential Information by the receiving party due to court or government order shall not constitute violation of its obligations hereunder, provided that the receiving party communicates the disclosing party as soon as possible of such procedure, if legally possible before the disclosure, thus allowing the disclosing party to take all necessary actions and remedies, which shall be reasonably supported by the receiving party.
- The Customer hereby acknowledges and accepts that all the intellectual property developed by VMSA previously or during the effectiveness of the supply is VMSA's exclusive intellectual property.
- Limitation of Liability. The limit of Liability of VMSA before the Customer and/or third parties regarding the performance or nonperformance of the Request/Proposal, or in any way related to it, under no circumstances (or related to it in any manner) shall exceed, in aggregate, the total amount of the Request/Proposal. Notwithstanding the aforementioned, under no circumstance VMSA shall be held responsible for loss of profit, consequential damages, incidental damages, and/or indirect damages of any nature whatsoever, including, but not limited to loss of income, opportunity, or equipment. Additionally, in the case of damages resulting of a certain item specified in the Request/Proposal, the limitation shall be in the total amount of such specified item, and not in the total amount of the Request/Proposal.
- The parties shall not be held responsible for unforeseeable circumstances or cases of force majeure delaying, jeopardizing, or preventing the supply obligations from being complied with by VMSA to the Customer, cases which shall be communicated by the injured party to the other party as soon as possible after an unforeseeable circumstance or a case of force majeure is identified. The parties hereby acknowledge a strike as a case of force majeure, even if it is not a mass strike.
- VMSA shall not be liable for any delays, failures or impediments in meeting delivery deadlines resulting from events characterized as unforeseeable circumstances or force majeure, under applicable law, including, but not limited to: route changes resulting from wars, armed conflicts or situations of geopolitical instability; impositions, technical requirements or restrictions on equipment, formulated by the Customer after the goods have left Brazilian territory; embargoes, economic or trade sanctions; strikes, stoppages or interruptions of activities at ports, airports or other transport terminals; natural disasters; acts or omissions of government authorities that directly or indirectly affect the logistics chain; or any other circumstances beyond the will and control of VMSA that make it impossible or excessively burdensome to fulfill the delivery obligations set forth in this Request/Proposal.
- The Customer hereby undertakes to make the payments due on the dates agreed by the parties, subject to payment of fine and interest on arrears based on percentages to be informed by VMSA. Any taxes resulting of this Request/Proposal shall be under the taxpayer party's responsibility, as established by the tax legislation in force.
- The Customer acknowledges that any delay in the payment of a Request/Proposal and/or in case of delay in the withdrawal of the products (provided that this is Client's obligation), shall result in early maturity of the payment condition of all other Requests/Proposals entered into with VMSA, all of which shall be paid by Customer within five (5) days as of the relevant VMSA's notice, which may be submitted by e-mail.

Should the Customer fail to make the payment within five (5) days, as described above, VMSA, at any time and at its exclusive discretion, may opt to:

1 - Terminate any (past, present, or future) supply not yet completed and paid, in whole or in part, with the possibility of claiming pain and suffering occasionally incurred;

2 - Continue manufacturing the products, provided that, after completion thereof, the products shall be stored at its main place of business or at a third-party's warehouse and a daily fine shall be charged for the delay to remove the stored products at the rate of one tenth percent (0.1%) per day over the price of the item to be paid and removed, up to a limit of twenty percent (20%) of the price of the item, removal which may take place only after the payment for the product is made, which shall not prevent the fine from being charged. In addition to the fine, should VMSA prove additional losses pursuant to the applicable legislation, such as costs and expenses related to internal or external storage of the products, it may charge such amounts from the Customer by legal means.

- Without prejudice to the specific circumstances described herein and in the applicable legislation, the innocent party may terminate this Agreement in the following cases, provided that, upon notice, the default party fails to regularize the situation within five (5) days: (i) breach by the default party of the clauses and/or conditions established herein and/or in the Request/Proposal; (ii) insolvency, petition for bankruptcy or judicial recovery by the default party, (iii) any other hypotheses permitted by law and/or in this Agreement and/or in the Request/Proposal. In case there is in this Agreement, Request/Proposal or any other document signed by the duly authorized representatives of the parties, a specific term for regularization of a hypothesis of termination, the specific term for the specific hypothesis shall prevail against the term of 5 days aforesaid, including the wording "#automatically", immediately "#immediate".

- Should the parties have agreed any penalty for delay in the delivery of products, the fine shall be the only indemnification to be paid by VMSA.

- Without prejudice to the possibility of termination hereof and assessment of all pain and suffering incurred by VMSA, should the Customer have already paid for a certain product but failed to remove it, in the cases where removal is under the Customer's responsibility, a fine of one tenth percent (0.1%) per day shall apply over the price of the item failed to be removed, up to a limit of twenty percent (20%) of the price of the item.

- In the case of termination hereof by VMSA, the latter may opt to dispose of or sell the products to other Customers (provided that such products are not customized), with no need to issue notice or judicial summons, it being agreed that Customer shall have to indemnify VMSA for all pain and suffering as a result thereof.

- The Customer and VMSA hereby undertake:

(i) to comply with all rules and legal requirements regarding the National Environment Policy (PNMA) issued by Federal, State, and City authorities, especially with regard to the rational use of natural resources, so as to avoid waste and appropriately dispose of its commercial and industrial residues;

(ii) to comply with the legal dispositions and arrangements regarding Occupational Safety and Health standards, as well as labor and union conventions and agreements with respect to the categories of workers employed by the parties;

(iii) not to employ or have their subcontractors not to employ workforce involving exploitative forced labor and/or child labor;

(iv) not to employ workers under the age of sixteen (16), except in the condition of apprentice from the age of fourteen (14), pursuant to Law 10097/2000 and the Consolidated Labor Laws;

(v) not to employ young people up to the age of eighteen (18) in places that might affect their education or physical, mental, moral, and social development, as well as in places and for services that

are dangerous and/or unhealthy, at times that prevent them from attending school and also for night shifts, which comprise the period from 10 PM to 5 AM;

(vi) not to support any discriminatory practices, including religious, and not to practice any kind of moral or sexual harassment;

(vii) to keep all the facilities where products will be manufactured, handled in any way, and/or transformed, as well as where services will be performed, in compliance with the requirements and minimum standards established by the Brazilian legislation.

- The parties hereby undertake to comply with the social responsibility principles provided herein during their commercial routine, it being understood that the failure to comply with such obligations may cause the immediate termination hereof. Customer is aware and shall fully comply with all national and international export and re-export control laws and regulations, sanctions and embargoes, as amended from time to time, including without limitation, any restrictions on domestic transactions, brokering services and anti-circumvention prohibitions, that apply directly or indirectly to its activities (including re-sale of VMSA's products), as well as Voestalpine Group's internal resolutions - to the extent made available to the Customer - in regard to the supply of products or services to specified countries, specified end users or for specified end uses, under the penalty of termination of this Agreement by VMSA, as it may opt to, and the payment of the damages and losses that VMSA may suffer. The Customer acknowledges that VMSA is committed to Voestalpine's Code of Conduct for Business Partners existing at

at <https://www.voestalpine.com/group/en/group/compliance/code-of-conduct-for-voestalpine-business-partners/> and that it understood and will comply with such Code, pursuant to the values established therein.

- If the product Customer is purchasing or intends to purchase is related to export and falls under categories such as Maraging Steel, Customer declares that it is not involved, directly or indirectly, in the development, production, distribution, commercialization or support of any products, equipment, materials or technologies that may contribute to the manufacture or use of weapons of mass destruction, including nuclear, chemical, or biological weapons. In case Customer has any doubts, it agrees to contact VMSA's Export Control Area at [export@villaresmetals.com](mailto:export@villaresmetals.com), which has full condition to explain the details, requirements and restrictions that commercial operation will be subjected to.

- VMSA hereby only confirms that the products comply with the Sale Specifications contained in the certificate of quality issued by VMSA and in force at the time of delivery/removal. VMSA PROVIDES NO OTHER WARRANTY WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND/OR FITNESS TO A PARTICULAR PURPOSE. The Customer is solely and exclusively responsible for determining fitness and purpose of the products purchased for the intended use, hereby assuming full risk and responsibility for losses, damages, or injuries resulting from the use or ownership of the products subject of the Request/Proposal.

In the case of conflict between the terms of this Agreement and the ones of any other Request/Proposal, the terms of this Agreement shall prevail.

- The supply activities held by VMSA shall be regulated by the Laws of the Federative Republic of Brazil.

- The court of the judicial district of Sumaré/São Paulo/Brazil, is hereby elected to settle any conflicts arising out of the supply activities held by VMSA, including with respect to the interpretation or execution thereof.

CODE OF CONDUCT FOR VOESTALPINE BUSINESS PARTNERS

This Code of Conduct defines the principles and requirements voestalpine imposes on its suppliers of goods and services and on business intermediaries, advisors, and consultants and other business partners. These principles and requirements are based on voestalpine's Code of Conduct and on the principles set forth in the UN Global Compact.

\* Compliance with the legal regulations  
 - The Business Partner undertakes to comply with the legal regulations of the applicable legal system(s).

\* Fair competition  
 - The Business Partner undertakes not to restrict free competition and not to infringe on national or international antitrust law rules.

\* Prohibition on active or passive corruption/prohibition on granting benefits (e.g., gifts) to employees  
 - The Business Partner undertakes that it shall not tolerate any form of active corruption (offering and granting benefits; bribery) or passive corruption (demanding and accepting benefits), nor shall it collude with such conduct in any manner whatsoever.

- The Business Partner undertakes that it shall not offer gifts or other personal benefits (e.g., invitations) to voestalpine employees or their close family members, where the total value of such benefits and the specific circumstances create the impression that a particular action is expected from the recipient of the benefit in return. The question of whether this is the case will depend on the specific circumstances of the individual case.

Gifts of de minimis value and hospitality falling within the range of what is customary in business will, in any event, be permissible.

- The Business Partner furthermore undertakes that it shall offer customary market prices to employees procuring goods or services for their own personal use, and/or that it shall only grant rebates or other price reductions if they are granted to all voestalpine employees.

\* Respect and integrity  
 - The Business Partner hereby undertakes that it shall respect and comply with human rights as fundamental values on the basis of the European Convention for Human Rights and the UN Charter. In particular, this applies to prohibitions on child labor and forced labor, equal treatment of all employees, and the right of employee representation and collective bargaining.

- The Business Partner furthermore undertakes that it shall assume responsibility for the health and safety of its employees.

\* Supply chain  
 - The Business Partner will appropriately promote compliance with the substance of this Code of Conduct by its own business partners.

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VILLARES METALS

Dear Customer

Villares Metals emphasizes the tight control that it needs to do - under the voestalpine group procedure, which is in line with current legislation - regarding to exports of certain products that it manufactures, which may be intended for the missile or nuclear industry.

If the product you are buying or willing to purchase is intended for export and relates to a Maraging Steel or Duplex Stainless Steel, whose specifications are listed in the "List of Related Assets to Missiles and Services Directly Linked" and "Lists Equipment, Material and Nuclear Technology and Equipment and Material Dual Use Technology to Them Related" published by the Interministerial Export Control Commission on Sensitive Goods - CIBES, you should contact immediately our Export Control Area at [export@villaresmetals.com](mailto:export@villaresmetals.com), which has full conditions to explain the details, requirements and restrictions that commercial operation will be subject to.

Deliveries by Villares Metals to customers in India:

To the extent Villares Metals is responsible for the payment of customs duties, taxes, or other fees per agreed Incoterm, such responsibility shall be limited to the payment of usual customs duties, taxes, and other fees. Under no circumstances shall Villares Metals be responsible for the payment of any antidumping, countervailing, safeguard or other similar duties imposed on the goods ordered by customers. Any customs duties, taxes, tariffs, or other fees so imposed shall be at the sole expense of the customer.

The imposition of import restrictions, including but not limited to, import quotas, or the commencement of any related investigations by the Government of India or any public agency of the Republic of India shall release Villares Metals of the duty to fulfill its obligations under any accepted orders with respect to the goods affected by the restriction or investigations. In such situations Villares Metals will be entitled to terminate the contract with immediate effect or suspend delivery, in each case without liability for any damages, cost or expenses incurred by customer.

This / this offer / order confirmation and the resulting delivery obligations are subject to the express reservation that their fulfillment is not made legally or factually impossible, or considerably impeded or delayed, either due to measures ordered or recommended by law/authorities to combat the Corona pandemic (COVID-19) or due to other events occurring in this context. We expressly reserve the right to unilaterally change or suspend periods or deadlines or, if necessary, to notify the customer of the non-fulfillment of our delivery obligations (in whole or in part), if this should become necessary after the time of submission of this offer/transmission of this order confirmation in accordance with the reasons stated above. The customer cannot assert any claims whatsoever against us arising from such non-fulfillment of delivery obligations. This provision is essential for us.

Best regards

Villares Metals S.A.  
 Export Control