

General Conditions of Sale

Valid for Industeel as from October, 2026

1. SCOPE OF THE AGREEMENT

1.1 Scope of Application

These General Conditions of Sale (hereinafter "GCS") shall apply to all sales of products, accessories or services (hereinafter collectively the "Goods") provided by Industeel, acting as seller (hereinafter the "Seller"), to its contracting counterparty (hereinafter the "Customer"). The Seller and the Customer are hereinafter collectively referred to as the "Parties".

1.2 Formation of the Agreement

The GCS, together with (i) Seller's specific conditions set out in its written Order Acknowledgement (hereinafter the "OA"); and any (ii) other documents, expressly issued by the Seller and explicitly referring to and incorporating these GCS, constitute the entire agreement between Customer and Seller (hereinafter the "Agreement"). In case of conflict between the provisions in the Order Acknowledgement and the wording of the present GCS, the provisions in the Order Acknowledgement shall prevail.

Any terms or conditions proposed or referred to by the Customer—whether contained in purchase orders, confirmations, general terms and conditions, correspondence, or otherwise—that deviate from, supplement, or conflict with these GCS shall be null and void and shall not apply, unless the Seller has expressly agreed to their application in writing, signed by a duly authorized representative of the Seller.

For the avoidance of doubt, the Seller expressly and irrevocably rejects the application of any general terms and conditions of the Customer, even if the Seller performs deliveries or services without expressly objecting to such terms.

Unless expressly agreed otherwise in writing by the Seller, all Seller documentation and offers are non-binding and for information purposes only, and all specifications or requirements supplied or approved by the Customer shall be binding on the Customer and may be relied upon by the Seller.

1.3 Acceptance of the Agreement

The Customer shall be deemed to have accepted the OA, these GCS and the Agreement upon the earlier of:

- (i) The Customer's written confirmation or express acceptance of the OA;
- (ii) Customer's failure to reject in writing within ten (10) days from receipt of the OA; or
- (iii) Any act by the Customer indicating acceptance of the Agreement, including, without limitation, acceptance of Delivery of the Goods, use of the Goods, or payment (in whole or in part) of the relevant invoice.

1.4 Cancellation by the Customer

Once the Agreement has been accepted in accordance with Article 1.3, should the Customer decide to cancel the order/agreement, in whole or in part, for any reason, the Customer shall pay to the Seller the following cancellation fees:

- (i) twenty percent (20%) of the value of the Purchase Order for all material not yet poured;
- (ii) fifty percent (50%) of the value of the Purchase Order for material already poured; and
- (iii) one hundred percent (100%) of the value of the Purchase Order for material already rolled.

2. PRICES / PAYMENT

2.1. Prices

All prices are calculated in the offer.

Unless expressly agreed otherwise in the OA, all prices are net, and exclusive of any taxes, duties, levies or charges, as well as all costs relating to transportation, insurance, shipping, storage, handling, demurrage and any similar items, which shall be borne by the Customer.

Any increase in any such taxes, duties or charges becoming effective after the date of the OA shall be borne by Customer.

2.2. Payment Terms

Unless otherwise stated in the OA, invoices shall be payable net, without any deductions, set-off or withholding, within thirty (30) days from date of invoice.

In the event that the Customer becomes subject to bankruptcy, insolvency reorganization, liquidation or similar proceedings, or if the Seller reasonably considers that the Customer's creditworthiness is impaired, the Seller shall be entitled, at its sole discretion, to require payment in advance, either prior to dispatch or prior to manufacture of the Goods, notwithstanding any previously agreed payment term.

2.3. Late Payment – Interest and Penalties

Any amount not paid when due date shall ipso jure and without prior notice, bear interest from the due date until full payment at a rate of two percent (2%) above the three-month EURIBOR rate applicable on the invoice date.

In addition, the Customer shall owe the Seller a fixed compensation equal to ten percent (10%) of the outstanding invoice amount, as liquidated damages, without prejudice to Seller's right to claim any further damages or costs incurred.

2.4. Suspension and Termination

Any delay in the payment, or in the performance of any obligation by the Customer, or any reasonable doubt as to the Customer's solvency or creditworthiness where the Customer fails to provide advance payment or adequate security upon request, shall entitle the Seller, without prior notice to:

- (i) suspend performance of the Agreement in whole or in part;
- (ii) cancel any unperformed portion of the Agreement; and/or
- (iii) declare all sums owed by the Customer, including those not yet due, immediately payable.

2.5. Allocation of Payment and Set-off

The Customer shall not be entitled to withhold payments, assert any right of set-off or compensation, or suspend payment obligations in the event of a dispute.

3. TRANSFER OF RISKS / DELIVERY / SHIPMENT – VAT

3.1. Transfer of Risk

Except as otherwise expressly agreed in writing, the transfer of risks shall take place at Seller's premises prior to loading (Delivery). Where Incoterms are agreed, the transfer of risk shall occur in accordance with the applicable Incoterm (Incoterms 2020, issued by the ICC).

3.2. Shipment

Goods are sold on the basis of Incoterm agreed in the OA

The Customer shall provide the Seller, in due time and sufficiently in advance, with all information and documents necessary for shipment, including without limitation:

- (a) marking and shipping instructions;
- (b) import certificates, licenses, authorizations and all governmental documents required prior to shipment; and
- (c) Customer's confirmation of the establishment of any required letter of credit.

Should such information or documentation not be provided, or if their provision would, in Seller's reasonable judgment, result in unreasonable cost or delay, the Seller may, without prejudice to any other rights, postpone shipment or cancel the relevant part of the Agreement.

3.3. Delivery Terms

If the Customer fails to take Delivery of the Goods when made available, the Seller may, at Customer's risk and expense, store the Goods and invoice them as if delivered, following notification of their availability. In such case, Seller shall remain entitled, without prior notice, to resale the Goods in whole or in part and to claim damages.

In any event, the Seller shall benefit from a grace period of fifteen (15) calendar days following the indicated Delivery date, during which any delay shall not constitute a default and shall not entitle the Customer to any remedy.

If Delivery is delayed beyond the grace period due solely to the Seller, the Customer's sole and exclusive remedy shall be liquidated damages of zero point twenty-five percent (0.25%) per week of the value of the delayed Goods, capped at five percent (5%) of the value of those Goods, representing full and final compensation. Under no circumstances shall the Customer be entitled to cancel the Agreement, claim loss of profit, indirect or consequential damages, or any other compensation in connection with late Delivery. Partial deliveries shall be permitted and shall not be deemed a breach of contract.

3.4. VAT Exemption

Where the supply of Goods is subject to VAT exemption due to intra-community supply or export, and where the Customer assume responsibility for carriage or transport (including EXW, FOB, FCA or similar Incoterms), the Seller shall apply VAT exemption only upon receipt of satisfactory documentary evidence of transport to the country of destination (including without limitation, CMR, bill of lading, CIM, export declaration). Failing such proof, the Seller reserves the right to invoice VAT accordingly.

(a) On Seller's request, the Customer shall provide to the Seller within ten (10) working days from receipt of the Seller's request: (i) a copy of the invoice for the delivered Goods with the date and legible signature confirming receipt of the Goods delivered to the address given on the invoice; and (ii) a copy of the delivery note or transport document confirming delivery of the Goods.

(b) Where the time limit defined in paragraph (a) is not respected, the Seller shall be entitled to charge the Customer a penalty of one hundred Euro (EUR 100) for each day of delay, provided that such penalty shall not exceed the VAT amount due on the delivery value.

(c) The Customer shall inform the Seller immediately (within one (1) to three (3) days) of any change in the Customer's VAT identification number for intra-community transactions or any change in the Customer's company name or address.

4. CONFORMITY / INSPECTION / WARRANTY CLAIMS

4.1. Conformity

The Seller warrants solely that the Goods shall conform to and comply with the specifications expressly incorporated into the OA. Customer represents and warrants that it has provided the Seller, prior to confirmation of the OA, with all necessary information for the development of such specifications, including without limitation, information relating to the destination, conditions of use of the Goods, and acknowledge that the Seller has relied on such information.

The Seller gives no warranty, express or implied, including any warranty of fitness for a particular purpose. The Seller's obligation of conformity shall be deemed fully and finally satisfied upon Delivery of the Goods, provided that the Goods conform to the agreed specifications at the time of Delivery.

4.2. Inspection & Acceptance

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4.2.1. All deliveries are subject to the customary and commercially accepted tolerances with respect to dimensions, weight and quantities. The Customer shall, at the time of Delivery, carry out a careful inspection of Goods, including verification of dimension, weight, length and quantities as stated in OA, as well as any apparent defects, shortages or damage.

4.2.2. Any apparent non-conformity, damage or discrepancy shall be noted on the Delivery documents and notified to the Seller in writing within seven (7) business days following Delivery and, in any event, prior to any processing, transformation, use or resale of the Goods. Failing such written notification within this period, the Goods shall be deemed irrevocably accepted by the Customer and fully compliant with the Agreement.

4.2.3. No claim relating to apparent defects, shortages or non-conformity which could reasonably have been discovered upon inspection at Delivery shall be accepted by the Seller.

4.3. Warranty

4.3.1. Subject to the conditions set out herein, the Seller warrants only that the Goods are free from hidden defects affecting conformity with the agreed specifications for a period of six (6) months from the date of Delivery.

4.3.2. Any hidden defect or quality issue discovered within this period shall be notified to the Seller immediately upon discovery, by registered letter with return receipt requested, and shall be accompanied by a detailed description and supporting evidence. No claims relating to hidden defects or quality issues shall be accepted after the expiry of the six (6) month period.

4.3.3. The Seller shall not be held liable for defects or damages resulting from misuse, mishandling, or improper installation of the Goods by the Customer or any third parties. The Customer acknowledges that any improper use or treatment of the Goods may void the warranty.

4.4. Claims Procedure

4.4.1. Notification of Claims

In the event of any defect or issue with the Goods, the Customer must notify the Seller in writing as outlined in the Warranty Clause (Visible Defects: within ten (10) days of Delivery; Hidden Defects: within six (6) months). The notification must include a detailed description of the defect, including any evidence such as photographs, product serial numbers, and any relevant supporting documentation.

4.4.2. Initial Assessment

Upon receiving the claim notification, the Seller will assess the claim. The Seller may request additional information, photos, or evidence to understand the nature of the defect. The Seller reserves the right to inspect the Goods to verify the claim.

If the defect is due to misuse or improper handling by the Customer, the Seller may refuse to honor the claim.

4.4.3. Resolution of Claim

If the claim is valid, the Seller's obligations is limited to:

- Repair or replace the defective Goods at no additional charge to the Customer.
- Offer a refund or credit, depending on the nature and severity of the defect, and as mutually agreed upon with the Customer.

(a) Timeframe for Resolution

The Seller will make all reasonable efforts to resolve the claim within thirty (30) business days from receipt of the claim. The timeframe may vary depending on the nature of the defect and the need for any inspections or assessments.

(b) Return of Defective Goods

If the Seller requests the return of defective Goods, the Customer must return the Goods in the condition in which they were delivered (unless the defect occurred after Delivery). The costs of return shipping shall be agreed between the Parties in advance, and shall be borne by the Customer unless the Seller expressly agrees otherwise in writing.

(c) Liability Limitations

The Seller's liability for defects or damages will be limited to the repair or replacement of the Goods, as outlined above. In no event shall the Seller be liable for any indirect, incidental, or consequential damages, including loss of profit, loss of use, or any third-party claims arising out of the defect.

5. LIABILITY

In the event of defective Goods, the Seller's obligation shall be limited, (i) to repair the defective Goods; (ii) to replace the defective Goods; (iii) to reduce the price of such Goods.

Seller's liability is strictly limited to 100% of the invoiced value of the defective or damaged Goods.

Seller shall not be liable for any loss of processing expenses, loss of production, loss of revenue and any other consequential, indirect or special loss or damage. Notwithstanding the foregoing, nothing in this Article shall limit or exclude the Seller's liability for damages caused by its gross negligence or willful misconduct as established under applicable law.

The Customer shall fulfill their obligation to mitigate damages and is not entitled to withhold payment of any outstanding invoices.

6. RESERVATION OF TITLE

6.1. The Products supplied under this Agreement remain the Supplier's property until full payment. The Customer may use, process, transform, combine, or resell the Products in the ordinary course of business.

6.2. If Products are processed, transformed, or mixed with other goods, the Customer grants the Supplier a security interest, meaning:

- (a) the Supplier has a proportional ownership interest in the resulting products, equal to the invoiced value of the Supplier's Products relative to the total value of materials used; and
- (b) all receivables arising from resale of such Products or processed goods are assigned to the Supplier as security.

This security interest secures all outstanding payment obligations.

6.3. The Customer may continue to use, resell, and collect receivables unless in payment default or if the Supplier reasonably doubts the Customer's solvency, in which case the Customer must provide information and documentation to enforce the security interest.

The Customer shall promptly notify the Supplier of any seizure, attachment, or insolvency proceedings affecting the Products or assigned receivables, and shall take reasonable steps under applicable law to preserve the Supplier's title or rights.

6.4. The Customer shall, at its own cost, maintain a comprehensive general liability and all-risks insurance policy covering the deterioration, damage, and/or theft of all or part of the Goods and/or any new goods resulting from the processing, transformation, or combination of the Goods. The Customer shall provide to the Seller, upon first request, a certificate confirming such insurance coverage and the payment of the relevant insurance premium.

6.5. Where the value of the security interests held by the Customer for the benefit of the Seller exceeds the total invoiced amount of the Customer's outstanding contractual debt by

more than twenty percent (20%), the Seller shall, upon the Customer's written request, release Goods selected by the Seller in its reasonable discretion.

6.6. The Customer shall have sole liability for, and shall bear all risks and costs associated with, the unloading, correct handling, and suitable storage of the Goods and/or any new goods as described in Article 6.2 above.

7. PACKAGING

Unless otherwise agreed in writing, the Customer shall bear responsibility for packaging materials and the protection, fastening and securing of Goods during transport.

If the Customer fails to comply with this obligation and the Seller incurs liability, the Customer shall indemnify and hold harmless the Seller. The Customer may not pass on to Seller any costs associated with destruction, recycling or storage of packaging materials.

Notwithstanding the aforementioned paragraph, whenever plastic supports or pallets used to secure steel coils remain Seller's property and must be returned to the Seller at Customer's expense.

8. FORCE MAJEURE

8.1. The Seller shall not be liable for, any delay in or failure of performance, in whole or in part, resulting from events or circumstances beyond its reasonable control ("Force Majeure Event") including, without limitation to:

- war (whether declared or not), armed conflict, terrorism, riots, strike, labor conflict, accidents, fire, flood, natural disaster or other acts of God;
- epidemics or pandemics;
- equipment breakdowns, mill or plant conditions;
- governmental acts, laws, regulations, orders or restrictions;
- or any other cause beyond the Seller's reasonable control that renders performance impossible or impracticable.

8.2. In the event of Force Majeure Event the Seller shall be entitled to a reasonable extension of time for performance and may, at its discretion, allocate or apportion its production and deliveries among its customers in such manner as the Seller deems equitable. The Seller may also suspend performance for the duration of the Force Majeure Event without liability.

8.3. The party affected by a Force Majeure Event shall notify the other party in writing as soon as reasonably practicable after becoming aware of such event.

8.4. This Clause 8 shall apply, mutatis mutandis, to the Customer.

9. HARDSHIP

In the event that unforeseeable events occur after the date of the Agreement that fundamentally alter the economic balance of the Agreement, rendering performance excessively onerous for the Seller, the Seller shall promptly notify the Customer in writing.

The Parties shall negotiate in good faith to reasonably adapt the terms of the Agreement to restore its original balance.

If the Parties fail to reach an agreement within sixty (60) days of such notice, the Seller may, at its sole discretion, either (i) suspend performance of the affected obligation, or (ii) terminate the affected obligation of the Agreement, without further liability, except for obligations accrued prior to suspension or termination.

10. COMPLIANCE

10.1. General

In the context of sustainable development, the Seller is strongly committed to health and safety, human rights, environmental protection, climate

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change adaptation and mitigation, circular economy, ethics and integrity (including those concerning corruption, money-laundering, the payment of bribes, tax evasion, economic sanctions, and data protection) (hereinafter "ARCELORMITTAL'S POLICIES"). These policies can be viewed on the Seller's Corporate website. The Customer acknowledges and assures that it is aware of and has implemented a compliance program that aligns with ARCELORMITTAL'S POLICIES.

Each Party shall comply, and shall ensure that (i) its directors, officers, employees, and any person acting for it or on its behalf (including (sub)contractors, suppliers, agents, joint venture partners...) (referred to as "Personnel") as well as (ii) its affiliates and Personnel of its affiliates ((i) and (ii) together referred to as "Related Parties", each of them as "a Related Party") comply, with all applicable laws, including those concerning corruption, money-laundering, sanctions and export control laws, and all laws relating to health and safety, environmental protection, human rights, and data protection.

The Parties warrant that they do not engage in, and do not invest in companies linked to, the production, distribution, or sale of controversial weapons, including anti-personnel mines, cluster munitions, and chemical or biological weapons.

The Parties shall implement and maintain adequate internal controls and procedures designed to prevent and detect violations related to these principles.

In addition, in the performance of its obligations under the Agreement and business arising from it, the Customer shall comply with the principles contained in ARCELORMITTAL'S POLICIES and shall ensure that its Related Parties comply with those principles (or where the Customer equivalent to those set out in this Clause).

Any breach of this Article 10 shall be deemed a material breach of this Agreement entitling ArcelorMittal to immediately terminate this Agreement by written notice.

10.2. Economic Sanctions and Anti-Diversion

10.2.1. The Customer represents and warrants that it will comply with any and all applicable United Nations, United States, United Kingdom, Canadian, and European Union trade sanctions laws ("Sanctions").

10.2.2. The Customer shall ensure that as a result of, or in connection with, this Agreement:

(a) no Goods, services, or technology will be provided (in whatever form, by way of sale, lease, processing, or otherwise) in breach of Sanctions;

(b) the Goods, services, or technology are not directly or indirectly intended, or might not possibly be intended, for a country on which Sanctions are imposed in respect of these Goods, services, or technology, or in respect of what they would be used for or the sector in which they would be used, or that would otherwise be in conflict with applicable Sanctions;

(c) no persons or entities that are or would have been listed on official sanctions lists under applicable United Nations, United States, United Kingdom, Canadian, and European Union trade sanctions laws are involved in or benefit from this Agreement.

10.2.3. The Customer further represents and warrants that the Goods will not be used, or directly or indirectly sold, supplied, or transferred for use in, any activity in contravention of applicable United Nations, United States, United Kingdom, Canadian, and European Union sanctions regimes, including without limitation those applicable to Iran, Sudan, North Korea, the Russian Federation, Crimea, Sevastopol, and Russian-occupied territories of the Donbas Region of Ukraine.

10.2.4. The Customer further represents that the Goods will not be sold, supplied, or transferred directly or indirectly to an Iranian person included on a sanctions list of the United Nations or the European Union, or on the list of specially designated nationals maintained by the Office of Foreign Assets Control (OFAC), or to the Iranian Revolutionary Guard Corps or any of its officials, agents, or affiliates.

10.2.5. The Customer further represents that the Goods will not be used in the Russian Federation, Crimea, and/or Sevastopol and/or Russian-occupied territories of the Donbas Region of Ukraine, or by any person or entity directly or indirectly connected with Crimea, and/or Sevastopol and/or Russian-occupied territories of the Donbas Region of Ukraine, nor put at the disposal of a person, company, or any party that is targeted by United Nations, United States, United Kingdom, Canadian, and European Union sanctions relating to the Russian Federation.

10.2.6. The Customer further represents and warrants that it will not divert the Goods to destinations outside the European Union other than the destination indicated in the Agreement. Any diversion to another destination outside the European Union is subject to the Seller's prior written consent. If the Customer becomes aware of any possible diversion outside the European Union, it shall immediately notify the Seller thereof.

10.2.7. The Seller certifies that all orders supplied do not contain iron or steel products originating from the Russian Federation as per EU Council Regulation 833/2014. The Seller will notify the Customer of any changes.

10.2.8. The Seller may terminate this Agreement immediately, without notice and without any liability towards the Customer:

(a) if the Customer has acted in breach of the above trade sanctions and anti-diversion provisions;

(b) if the Customer has breached the representations and warranties set forth in this Article — without prejudice to any claims by the Seller for damages suffered as a result of such violation, for which the Customer shall hold the Seller harmless;

(c) if the performance of this Agreement otherwise violates or is likely to violate any applicable Sanctions; or

(d) in the event that there are any changes in the international position relating to Iran and the sanctions relating to Iran are snapped back.

10.2.9. It is clarified that the Customer will not be entitled to claim any indemnification or damages from the Seller in connection with any termination of this Agreement based on Article 10.2.8 above.

10.2.10. The Customer hereby agrees that these representations and warranties shall act as a perpetual clause and shall be deemed to be included in any and all subsequent contracts under which Goods or services are sold by the Seller to the Customer.

10.3. Anti-Fraud

Each Party shall take all necessary steps, in accordance with good industry practice, to prevent any fraudulent activity (including by its Related Parties in relation to this Agreement). Each Party shall notify the other Party immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

10.4. Anti-corruption

The Parties shall not offer, give, promise or agree to give, to any Personnel of the other Party any payment (including facilitation payments), gift, commission or other advantage, reward or inducement of any kind for doing, refraining from doing, or for having done or refrained from doing,

any act in relation to the obtaining or execution of this Agreement or for showing or refraining from showing favor or disfavor to any person in relation to this Agreement.

Each Party represents and warrants that neither it nor any of its Related Parties (i) has paid, offered, promised or authorised, (ii) has agreed to pay, offer, promise or authorise, nor (iii) will pay, offer, promise or authorise, directly or indirectly, any payment (including facilitation payments), commission, gift or other advantage or inducement in connection with the Agreement.

The Customer shall include representations and warranties equivalent to those set out in this Clause by way of a perpetual clause in any subsequent contract under which the Goods are disposed of.

11. CONFIDENTIALITY

The Customer and the Seller undertake to maintain, and to ensure that their respective employees, affiliated legal entities, contractors, consultants and advisors maintain, the Agreement and any information disclosed to them by the other Party in connection with the Agreement with the utmost confidentiality, using the same degree of care to prevent disclosure to third parties as they would to avoid disclosure, publication or dissemination of their own respective business secrets or confidential information.

In particular, but not limited to, the Parties agree to keep confidential: (i) the Seller's prices, process, result, documentation, instructions, (ii) Goods formulas and other intellectual property rights owned by the Seller, and (iii) other information relating directly or indirectly to the scope of these GCS.

The confidentiality obligations in this clause will continue for a period of three (3) years after the expiry or termination of the Agreement.

The confidentiality obligations in this clause shall not apply to information which: (a) is or becomes publicly available through no fault of the receiving Party; (b) was already known to the receiving Party prior to disclosure; (c) is independently developed by the receiving Party without use of confidential information; or (d) is required to be disclosed by law, regulation, or order of a competent court or governmental authority, provided that the disclosing Party is given prompt written notice thereof and reasonable opportunity to seek a protective order.

Upon expiry or termination of the Agreement, each Party shall, at the disclosing Party's option, promptly return or destroy all confidential information of the other Party in its possession, and shall certify such return or destruction in writing upon request.

12. INTELLECTUAL PROPERTY

12.1. No Intellectual Property Rights are transferred to the Customer under these General Conditions of Sale or any Order Confirmation. "Intellectual Property Rights" means, including but not limited to, all patents, trademarks, logos, copyrights, designs, trade secrets, and related rights, whether registered or unregistered.

12.2. The Customer acknowledges that all Intellectual Property Rights affixed to the Goods or their packaging are the exclusive property of the Seller. The Customer may not remove, alter, or use these Intellectual Property Rights, nor affix their own trademarks, without the Seller's prior written consent. Unauthorized use of the Seller's Intellectual Property rights may result in immediate termination of the Agreement and legal action.

12.3. Without limiting the generality of Article 12.2, the Customer shall not:

(a) remove the trademarks affixed by the Seller from the Goods, their packaging, or labels, or used in connection with the Goods, and affix its own trademarks;

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(b) place its trademarks on the Goods, their packaging, or labels next to the trademarks affixed by the Seller or used in connection with the Goods; or

(c) use other trademarks on commercial documentation relating to the Seller's Goods other than the trademarks affixed by the Seller on the Goods or used in connection with the Goods, unless otherwise agreed by both Parties in writing.

12.4. The Customer agrees to maintain the confidentiality of any trade secrets or confidential information received from the Seller and to use such information solely for the performance of this Agreement, unless the Seller provides written consent.

13. LANGUAGE, JURISDICTION AND APPLICABLE LAW

13.1. Language

These GCS are drafted in English, which shall be the sole governing language. A copy of the GCS in French is available upon request for informational purposes only, and the English version shall prevail in the event of any conflict or inconsistency.

13.2. Applicable Law and Jurisdiction

For any sale concluded by Industeel France, these General Conditions of Sale and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of France, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. The competent courts within the jurisdiction of Dijon Court of Appeal shall have exclusive jurisdiction to settle any dispute arising out of or in connection with a French Sale.

For any sale concluded by Industeel Belgium (, the GCS and any non contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of Belgium, excluding its conflict of laws rules. The CISG is expressly excluded. The courts of Brussels, Belgium shall have exclusive jurisdiction to settle any dispute arising out of or in connection with an International Sale.

Each Party irrevocably submits to the exclusive jurisdiction specified above and waives any objection based on forum non conveniens or similar grounds. This clause is without prejudice to any mandatory provisions of applicable law that cannot be derogated from by agreement. If any part of this clause is held invalid or unenforceable, the remainder shall continue in full force and effect.

14. MISCELLANEOUS

14.1. No Waiver

The Seller's failure or delay at any time to exercise any right, power or remedy under the Agreement shall not operate as, nor be construed as, a waiver thereof. Any single or partial exercise of a right shall not preclude any further or other exercise of that or any other right, power or remedy.

14.2. Assignment

The Customer may not assign, transfer or subcontract all or part of the Agreement or any rights or obligations thereunder without the Seller's prior written consent.

The Seller may freely assign or transfer the Agreement or any related receivables, including by way of security, to any of its affiliated entities or otherwise, without the Customer's consent.

14.3. Severability

If any provision of these GCS is held to be invalid, illegal or unenforceable by a competent authority, in whole or in part, such provision shall be

deemed modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, without affecting the validity and enforceability of the remaining provisions, which shall remain in full force and effect.

14.4. Notices

Any notice or communication under the Agreement shall be made in writing and shall be deemed duly given when delivered, registered mail, courier or email to the addresses indicated in the Order Confirmation or otherwise notified by a party.

14.5. Survival

Any provisions which by their nature or purpose are intended to survive termination or expiry of the Agreement (including, without limitation, payment obligations, limitation of liability, reservation of title, governing law and jurisdiction) shall survive.