

**1. Applicability**

1.1. These General Terms and Conditions for Sale of Services (hereinafter: "T&Cs") set forth the terms and conditions which shall apply to the supply of all services offered by DMC NRG (hereinafter: "Services") from DMC NRG to the respective company of Client issuing the order (hereinafter: "Client").

1.2. Individual contracts between Client and DMC NRG regarding the supply of Services shall be concluded in each individual case through a written order from Client referring to these T&Cs (hereinafter: "Order") and the written acceptance of this Order by DMC NRG (hereinafter: "Individual Contract"). An Order establishes and defines especially (i) the Services required by Client to be supplied by DMC NRG, (ii) the total amount to be paid by Client pursuant to the respective Individual Contract, (iii) the dates of provision of Services; and (iv) the place where the Services are to be provided.

1.3. Client hereby notifies DMC NRG of Client's objection to any additional and/or different terms and conditions set forth in any writing from DMC NRG, unless and to the extent Client has expressly agreed to any such additional and/or different terms in the applicable Order. Such rejected additional and/or different terms are not part of any Individual Contract and, therefore, not applicable. In the event of any conflict or inconsistency between these T&Cs and any terms or conditions agreed between Client and DMC NRG in a Frame Agreement covering the Order issued by Client the terms and conditions agreed in the Frame Agreement shall prevail.

**2. Performance of Services**

2.1. DMC NRG may not use any subcontractors to perform the Services without the prior written consent of Client. DMC NRG shall provide adequate, competent and suitably qualified personnel or subcontractors to perform all aspects of the Services.

2.2. DMC NRG shall perform the Services in the most expeditious and economical manner consistent with the interest of Client.

2.3. DMC NRG, its personnel, the Services as well as the results of the same shall comply with all applicable laws and regulations of the country in which the Services are conducted, delivered and for which country they are intended.

2.4. Any services and items necessary for the proper and complete provision of the Services, which are not expressly required, described or specified in the Individual Contract, shall be considered as part of the scope of Services and included in the prices for the Services.

2.5. In the event DMC NRG or any subcontractor performs any Services at Client's sites or facilities, DMC NRG agrees to abide and strictly comply with Client's applicable requirements for site access, work, activities or services as well as health and safety rules.

2.6. DMC NRG agrees to abide and strictly comply with Client's corporate responsibility policies, ethics statements (e.g. Client's Code of Conduct) and DMC NRG Requirements available at [Outokumpu.com](http://Outokumpu.com). DMC NRG acknowledges that Client expects DMC NRG to follow high ethical standards and that Client does not permit or allow any violation of any national and international laws, regulations and restrictions, including any applicable anti-corruption, anti-money laundering, environmental, safety, child labour, forced labour, import, export and sanctions laws, conventions and regulations. DMC NRG further warrants not sell or supply to Client any Services in breach of any applicable laws, conventions or regulations.

2.7. Both Parties guarantee that they are not subject to asset freezes, export restrictions, or similar measures under any Sanctions. DMC NRG shall not supply to Client any Services originating from or provided by: (i) a country or a region that is subject to comprehensive Sanctions or embargoes imposed by the United Nations, the United States, or the European Union; or (ii) any person or entity subject to Sanctions. Notwithstanding anything to the contrary, neither Client or DMC NRG shall be required to do anything which constitutes a violation of or would be in contravention of Sanctions or expose the party to a risk of negative measures by authorities due to Sanctions. "Sanctions" means economic or financial sanctions or trade embargoes or similar or equivalent restrictive measures as well as export control regulations imposed, administered, enacted or enforced from time to time by a government or governmental or inter-governmental body or organization or other relevant sanctions authority (including but not limited to those imposed by the United Nations, the European Union, the United States or any other jurisdiction to the extent applicable to each party, respectively).

**3. Time Schedule**

3.1. DMC NRG shall provide and complete the Services at the dates or within the periods set forth in the respective Individual Contract or other agreed time schedule.

3.2. Whenever DMC NRG becomes aware of any event or condition, which may adversely affect or in any way displace or delay the agreed dates or periods for performing the Services, DMC NRG shall promptly notify Client in writing and give a full account of the reasons for such delay and the proposed steps to be taken to remedy the situation and/or the adjustment to be made to the time schedule. DMC NRG shall undertake all necessary actions to reduce or eliminate extra costs and damages to Client due to such delay.

3.3. Parties recognize that time is of the essence and that Client will suffer financial loss if the Services are not provided at the agreed dates or within the agreed periods. In case the provision of any part of the ordered Services is delayed beyond the mutually agreed date/period specified in the Individual Contract, Client shall be entitled to (i) liquidated damages in the amount of one percent (1%) of the value of the Individual Contract per each week of delay and/or (ii) terminate the respective Individual Contract. The maximum amount of the liquidated damages payable for the delay under an Individual Contract shall be five percent (5%) of the value of the respective Individual Contract. The aforesaid does not restrict Client's right to any further compensation for damages caused by the DMC NRG's delay in provision or any other right Client may have under law or this Agreement. The aforesaid does not restrict DMC NRG's right to proof, that the actual damage has been lower.

#### **4. Performance Test and Acceptance of Services**

4.1. Unless otherwise agreed upon in the Individual Contract, Client can conduct a performance test after the Services have been completely provided to check whether the provided Services comply with and fulfil the requirements of the Individual Contract.

4.2. Client may reject or revoke acceptance of defective Services or Services not complying with or not fulfilling the requirements of the Individual Contract.

4.3. Payment of Services shall not constitute acceptance of Services, nor will it limit or affect any rights and remedies of Client.

#### **5. Warranty**

5.1. DMC NRG warrants that, (a) all Services will be performed in a professional and workmanlike manner and consistent with the highest professional standards applicable to the Services and its performance; (b) all Services will be in accordance with all requirements of the respective Individual Contract, free of defects and fit for the purposes intended by Client and (c) the documentation provided by DMC NRG related to or in connection with the Services will be correct and complete.

5.2. DMC NRG warrants that, (a) it has title to all goods included in the Services and the right to transfer title to such goods to Client; (b) all goods included in the Services shall be in accordance with all requirements of the Individual Contract, free from defects, of new and first class material and workmanship and (c) all goods included in the Services will be properly labelled, marked and/or registered in accordance with all applicable laws.

5.3. Warranty claims shall be time-barred after 3 (three) months of providing of the Services to Client.

5.4. DMC NRG will immediately notify Client in writing when it becomes aware of any ingredient, component, design or defect in the Services that is or may become harmful to persons or property.

#### **6. Prices, Invoices and Terms of Payment**

6.1. The prices for the Services are set forth in the Order. All expenses, taxes, duties, charges, costs and fees of any kind are included in the prices for the Services as set forth in the Order. There are no other additional types of expenses, costs, fees and/or moneys of any kind or whatever nature.

6.2. DMC NRG shall be entitled to prepare and submit to Client an invoice covering all Services.

6.3. An invoice is due and payable within 10 days from receipt date. Client shall have the right to dispute any DMC NRG's invoice in whole or in part. DMC NRG shall begin providing the Services to Client after full payment receipt.

#### **7. Intellectual Property Rights**

7.1. All intellectual property rights of either Party shall remain the exclusive property of such Party. Client shall have the right and title to all intellectual property rights such as patentable inventions, non-patentable processes or know-how, designs, copyright, trademarks and the like (the "Intellectual Property") created or made in connection with or as a result of the Services or with any task given by Client within the scope of the Individual Contract and to all drawings, specifications, models, documents and other materials supplied by the DMC NRG under the Individual Contract. The DMC NRG may use Client's Intellectual Property only in the performance of the Individual Contract. All documents,

reports, materials and other results of the Services and otherwise created under the Individual Contract shall be the exclusive property of Client.

7.2. DMC NRG warrants that the Services provided hereunder and any goods included in the Services shall not infringe any patent, trademark, trade name, copyright and/or any other third party intellectual property right and DMC NRG shall, at its expense, defend, indemnify and hold Client harmless from and against any and all loss, damage, expense or liability that may result by reason of any such infringement or alleged infringement, including, without limitation, attorneys' fees incurred by Client in its defense. In the event that any of the Services provided to Client hereunder and/or any goods included in the Services become the subject of an alleged infringement of a patent and/or any other third party intellectual property right, DMC NRG shall, at its expense, procure for Client the right to continue using the Services and included goods or replace or modify the same so that they become non-infringing. Furthermore, DMC NRG hereby grants Client at no extra cost a royalty-free, non-exclusive, irrevocable license under any intellectual property rights owned or controlled by DMC NRG in connection with Client's use of the Services and any goods included in the Services.

## **8. Data Protection**

8.1. DMC NRG shall perform the Services in such a manner that prevents (i) any virus to infect or attack any data systems of Client and Client's Affiliates, and (ii) any third party from obtaining access to the data systems of Client and Client Affiliates. In addition, DMC NRG's computers and other electronic equipment directly or indirectly to be connected with data system of Client and Client Affiliates shall have sufficient and updated virus protection programs and firewalls installed and in use. DMC NRG shall procure that its employees will adhere to all of Client's reasonable instructions for protecting the data system of Client and Client vAffiliates.

8.2. The Parties acknowledge, that they might exchange also personal data, if required to fulfil their mutual obligations under this Agreement. The parties shall, at any time, comply with their respective obligations under the applicable data protection laws and regulations, in particular with the requirements deriving from the EU General Data Protection Regulation (Regulation (EU) 2016/679) and any laws and regulations implementing this Regulation.

## **9. Confidentiality**

9.1. The term "Confidential Information" means all information and materials disclosed by Client to DMC NRG, including but not limited to, plans and specifications; know-how; engineering data; processes; methods of manufacture; materials handling methods, procedures and improvements; technical specifications and any and all other information and materials relating to the Client's business. The foregoing shall not apply to information and materials furnished directly or indirectly by Client hereunder which (i) are known to the public at the time of disclosure to DMC NRG, (ii) became known to the public after disclosure to DMC NRG through no fault of DMC NRG or its Subcontractors, (iii) were rightfully acquired by DMC NRG from a third party who was lawfully in possession of the information and was under no obligation to Client or any other party to maintain the confidentiality thereof, or (iv) are required to be disclosed by DMC NRG by law, regulation or court order (provided, however, if an event described in (iv) arises, then DMC NRG agrees to provide Client with written notice of such potential disclosure, and provide Client with a reasonable opportunity to secure the confidential protection thereof).

9.2. DMC NRG shall treat all Confidential Information as strictly confidential from the date of receipt, and DMC NRG shall not disclose any Confidential Information to any third parties. Upon Client's request, DMC NRG shall promptly deliver to Client or, at Client's option destroy, all Confidential Information without retaining any copies, extracts or other reproductions of such materials, and shall certify the return or destruction of such Confidential Information in writing to Client. All Confidential Information given by Client to DMC NRG shall be used by DMC NRG exclusively for the performance of its obligations under the Individual Contract.

9.3. The obligations of confidentiality described and set forth herein shall survive any termination or expiration of the Individual Contract for three years.

## **10. Liability**

10.1. DMC NRG shall indemnify and hold harmless Client from and against all liabilities, costs, losses, damages, third party claims, injuries, judgments, settlements costs or expenses, including but not limited to attorneys' fees arising out of or in connection with DMC NRG's breach of any contractual duties under the Individual Contract and/or the provision of non-conforming Services hereunder.

10.2. The Parties' liability is limited in accordance with the following:

The Parties' liability for loss or damage is limited to 20% of the value of the relevant Individual Contract. The limitations of liability set out above do not apply in case of the Parties' gross negligence or intent.

**11. Force Majeure**

11.1. If by an impediment beyond parties' control which could not have taken into account at the time of conclusions of this Agreement and the consequences of which could not reasonably have been avoided or overcome, such as acts of God, acts or orders of any kind of any governmental authority, war, riots, lock-out, strikes, either Party is unable in whole or in part to carry out its duties and obligations on its part herein contained, such Party shall not be deemed to be in breach of contract during the continuance of such inability. The affected Party shall notify the other party immediately in writing, but not later than within 14 calendar days after occurrence of the Force Majeure Event. The Parties shall use all reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Party from carrying out its duties and obligations hereunder.

11.2. Parties shall not be entitled to, and hereby expressly waives recovery of, any compensation or damages of any kind incurred or suffered by reason of a force majeure event contemplated herein.

**12. Termination**

12.1. Client and DMC NRG shall be entitled to extraordinarily terminate an Individual Contract immediately without notice for good cause. Good cause shall be especially given in the event

- that the other party is declared bankrupt, files for bankruptcy, goes into or is placed in liquidation, enters into an arrangement with its creditors or becomes insolvent; or
- that the other party is in material breach of its obligation under these T&Cs/the Individual Contract or relating thereto and fails to remedy such breach within thirty (30) days after the receipt of written notice thereof by the aggrieved party; or
- DMC NRG is in breach of its obligation under Section 2.6 and 2.7 of these T&Cs; or
- the fulfillment of this Agreement by the other party is materially delayed due to a force majeure event for more than sixty (60) days.

**13. Governing Law, Dispute Resolution**

13.1. The Individual Contract shall be governed by the laws of the Netherlands excluding the choice of law provisions therein (excluding the UN Convention on Contracts for the International Sale of Services - CISG).

13.2. Any dispute, controversy or claim arising out of or in connection with the Individual Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Amsterdam Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Amsterdam. The language to be used in the arbitral proceedings shall be English.

**14. Miscellaneous**

14.1. DMC NRG must not assign any of its rights and claims under this Agreement to third parties without the prior written consent of Client.

14.2. DMC NRG acknowledges that Client will record personal data received from DMC NRG in accordance with applicable data protection laws.

14.3. DMC NRG shall not make news releases, publicize or issue advertising pertaining to any Individual Contract without first obtaining the written approval of Client.

14.4. Client's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in these T&Cs, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege.

14.5. DMC NRG is an independent contractor and nothing in these T&Cs will make either Party the employee, agent or legal representative of the other for any purpose. These T&Cs does not grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

14.6. The Individual Contract and these T&Cs contain the entire agreement between the Parties with respect to the subject matter hereof.

14.7. Any and all amendments and supplements hereto shall require the written form. This shall also apply to an amendment of this written form clause itself.

14.8. Should any part of these T&Cs be null or voidable, this shall not affect the validity of these T&Cs as a whole. Instead of the part without legal effect, what most closely reflects what the Parties would have agreed if they had known of the absence of legal effect and has legal effect shall be deemed to have been agreed. The same shall apply mutatis mutandis if anything has been omitted from these T&Cs.

14.9. Upon reasonable notice Client or its duly authorized representative shall have the right to audit at DMC NRG's facility DMC NRG's compliance with any of the provisions of these T&Cs. DMC NRG shall bear any costs and expenses arising out of or in connection with such audit.