

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. RULES OF APPLICATION

The tenderer (hereinafter named the "**SUPPLIER**") of this order (hereinafter named the "**ORDER FORM**") agrees to comply with these General Terms and Conditions of Purchase (hereinafter named the "**GTCP**") of thyssenkrupp Galmed, S. A. U. (hereinafter named the "**COMPANY**"), insofar as they do not oppose the particulars specifically stated in this Order Form.

Any changes to the GTCP and to the stipulations and conditions shown in the Order Form shall be null and void without an official written document issued by the Purchasing Department of the Company or a new written Order Form cancelling and replacing the present one.

Acceptance in any way by the Supplier of an Order Form issued by the Company for the provision of services or the supply of products to the Company shall entail an automatic acceptance of these GTCP and a waiver to any other product supply or service provision regulations contrary to the stipulations of these GTCP.

The incorporation of these GTCP to each and every Order Form shall not be required for them to be applicable, provided that they are known by the Supplier because the Company sent them together with another Order Form or separately for the Supplier's information.

The fact that the Company does not exercise certain powers granted by these GTCP, or the fact that the Company does not require the Supplier to fulfil certain obligations, shall not entail any kind of waiver to said powers and obligations and shall not be considered a contract modification or novation. Therefore, the Supplier shall remain bound to each and every applicable obligation, even if the Company did not require its fulfilment at any given time. No consent, either implicit or explicit, given by the Company with regards to any lack of fulfilment of obligations by the Supplier, shall be considered as consent to any other lack of fulfilment, be it related or unrelated to the prior lack of fulfilment.

2. ORDER FORMS

The sale or supply of products or the provision of services to the Company shall only take place answering to the requests made by the Company through duly issued Order Forms. An Order Form shall only be valid if it is issued using the Company's standard document for orders and if its price is the one agreed with the Purchasing Department of the Company.

The Order Form can be validly issued to the Supplier by fax, e-mail or any other telematic means, and shall be deemed received by the Supplier for all pertinent effects after it is recorded as sent in the communication equipment used by the Company.

The Order Form shall be deemed accepted in all of its terms by the Supplier, including the application of these GTCP, if the Company does not receive written communication of its rejection within seven calendar days after being received, or if the Supplier effectively supplies the products or provides the services stated in the Order Form.

3. PRICE, INVOICING AND PAYMENT METHOD

The price for the supply of products or the provision of services shall be the price stated in the Order Form, and it shall be considered the total price, including all the items and the delivery or the provision of services at the agreed destination.

No surcharge shall be applied to that total price due to expenses, taxes or other costs, with the exception of the applicable Value Added Tax (VAT) in that moment.

Invoices shall be sent via e-mail to contabilidad.tkgalmed@steeleurope.com, or in hard copy sent to our corporate office and addressed to our Accounting Department.

Each invoice shall comply with all applicable regulations at its moment of issuance, and shall specifically feature the Order Form number, the Supplier's bank account information, and its due date. Each invoice shall account for a single Order Form and for fully supplied products or fully provided services (partial invoicing is not allowed). The invoice date shall not be prior to its issuance.

Invoices shall be received by the Company within five days after the stated date of issuance. If any invoice is received after that term, its due date shall be calculated using its date of receipt.

Any and all invoices that do not meet the aforementioned requirements or any requirements of the tax law in force shall be considered as not received and shall be returned for their amendment with all ensuing consequences.

Unless otherwise agreed and expressly stated in the Order Form, payments shall be made within 60 days of the invoice date.

If the Parties have expressly agreed to advance payments or down payments for the products or services requested in the Order Form, separate invoices shall be issued for each payment.

4. PLACE AND TERMS

The delivery of the goods or the provision of the services stated in the Order Form shall happen in the place stipulated in the Order Form. If not stipulated, the place for the delivery of the goods or the provision of the services shall be Puerto de Sagunto 46520, Carretera de Acceso IV, Km 3.9. Any and all transport expenses and liabilities to the place of delivery of the goods or provision of the services shall be paid by the Supplier.

The Company reserves the right to reject partially or completely the materials or works that are not delivered or provided within the agreed terms.

Unless otherwise stipulated in the Order Form, the valid weights for invoicing purposes shall be those of the Company's scales.

The Supplier shall not deliver amounts exceeding those stipulated in the Order Form or provide services different to those stipulated in the Order form without written authorization of the Company. Lacking this authorization, the Company declines any and all payment liability for supplied goods or provided services, even if there are delivery notes for such goods or services.

Any differences between requested materials and delivered materials shall not exceed the tolerance limits allowed in each Order Form.

Services shall be provided in the date or period agreed in the Order Form. Deliveries shall be made within the term stipulated in the Order Form or, as it might be the case, within the terms expressly agreed in writing by the Parties for the general supply of products. If not stipulated, the delivery term shall be the one established by the Company in each Order Form.

The goods shall be delivered properly packaged and identified with labels showing the number of units, if the Order Form consists of several, as well as the number, position and execution of the corresponding Order Form. This identification shall be made using a bar code if the Company requests so.

Upon delivery of the goods, the Supplier shall provide as well a delivery note stating the exact amounts, characteristics and qualities of the supplied materials, as well as the number, position and execution reference of the corresponding Order Form.

If the Company requests so, or if the nature of the products requires so, the Supplier shall deliver the goods together with the quality certificates of the manufacturer or of an independent quality assessment entity. The Company shall not be liable to accept any materials that do not come together with their duly completed delivery note and all pertinent certificates, and might consider them as not delivered for term compliance effects.

The Supplier agrees to notify the Company, as soon as it is aware of the fact, in the event of possible delays or of the impossibility of delivery of goods or provision of services, for any reason, even due to force majeure, in order to allow the Company to take any and all pertinent measures. The Supplier shall be liable for any and all damages that the lack of notification of any delay might cause the Company. If such lack of notification requires a compensation, it shall be calculated and charged to the Supplier in addition to any and all pertinent penalties due to the delay as per the following stipulations.

Regarding those goods that, according to the applicable regulations, are considered toxic or hazardous, the Supplier shall meet all the requirements established by the law in force. Such goods shall come together with their pertinent technical data sheets. The Supplier agrees to deliver the products and to provide the services in compliance with all applicable environmental protection laws, rules and regulations in force. Specifically, all supplied products shall meet all applicable environmental requirements established by the Company.

5. INDUSTRIAL PROPERTY

The Company shall be the sole and exclusive holder of any and all industrial or intellectual property rights that might arise from the Order Form and from the execution of the works established in it. The Company shall have as well exclusive economic rights to the results that might arise from the hired service.

In this regard, the Supplier agrees not to demand the Company any kind of right, royalty or economic compensation for such rights.

6. RECEIPT

The Company reserves the right to perform, with its own personnel or with third-party hired employees, any and all pertinent inspections to monitor and follow up the works, both at its own premises and at the Supplier's premises.

Upon delivery of the Order Form, the Company shall examine and check the delivered goods in the form and term it deems appropriate. The Company shall have the right to reject them if they do not comply with the agreed amounts, characteristics, qualities, terms, places or delivery methods. Any dispute regarding weight and dimension measurements shall be solved using those made at the Company's premises.

Likewise, the Company shall check the provision of services by the Supplier. The Company shall notify the Supplier any disagreement regarding the services, so that the latter might take all pertinent actions and make all pertinent improvements.

It is essential that all deliverable goods or usable materials are free of combustion and radioactivity. If combustion or radioactivity are detected in the goods at the Company's premises, the Supplier shall immediately give such goods the treatment established by the law in force.

7. WARRANTY

The Supplier guarantees the Company that there are not and will not be any manufacture or execution defects in the works included in this Order Form during the period of warranty agreed in the Order Form or, if not stipulated, for at least the customary period in the market for that kind of product or service. In this sense, the Supplier waives the application of the peremptory term established in Article 342 of the Spanish Code of Commerce.

The Supplier agrees to correct any and all detected defects, even fully replacing the materials if needed, until it gets full acceptance by the Company. The Supplier also agrees to pay the Company for any damages caused. All primary and secondary costs, particularly all material and manpower costs resulting from the modification, repair or replacement of defective parts or unsatisfactory services, shall be solely paid by the Supplier.

If the Supplier does not answer such claims within the term established by the Company, the latter might correct the anomalies on its own or hiring third parties. The amounts resulting from these corrections shall be payable by the Supplier.

8. CANCELLATION OF THE ORDER FORM

Notwithstanding any other consequences, penalties or compensations in favour of the Company, the Company might freely cancel the Order Form without any compensation or indemnity in favour of the Supplier if the latter does not fulfil any of its obligations, as well as in the following situations:

- Delay in delivery for any reason.
- If analysing the design, manufacturing, installation or supply processes undertaken or that must be undertaken with regards to the Order Form leads to the reasonable assumption that meeting its goals in the agreed form and term would be impossible.
- If the Supplier does not duly provide the designs, blueprints, building plans, specifications, models or samples, or if those provided lead to think that they do not have the required quality.
- Lack of compliance by the Supplier of the requirements and conditions set by the law in force for the execution of the activities related to the Order Form, particularly tax, social, occupational risk prevention, industrial, urbanistic and environmental requirements and conditions.
- Lack of fulfilment by the Supplier of the obligations set in these GTCP.
- Death of the Supplier, or winding up of the Supplier if it is an entity, or change in control or in the management team of the Supplier leading to a negative modification of its economic and financial or technical and professional solvency with regards to the Company.

The Company might cancel the Order Form at any moment prior to the delivery of the products or to the effective provision of the services, sufficing a written communication

of such cancellation to the Supplier sent by any means using the address or contact information that the Company holds at that time. In this case, the Supplier shall only be entitled to the compensation of costs paid and investments made for the execution of the Order Form, and the Supplier waives any and all rights to other compensations or indemnifications, including those for industrial benefit, loss of margin, or any other damage or loss of profit due to such cancellation.

9. CONFIDENTIALITY

Any technical information, commercial information, projects, accounting or financial information, transactions, know-how, methods or procedures, moulds, models, software, IT applications, components and systems available or that might be available to the Supplier as a result of providing the hired services for the execution of an Order Form shall be considered Confidential Information for the effects of this provision, even if not expressly stated, and regardless of its media.

The Supplier agrees to use any and all Confidential Information solely and exclusively for the execution of the Order Form and, therefore, shall neither use said Confidential Information for the execution of other works or for the development of other products or services, nor include it in products or services other than those included in the Order Form.

The Parties shall only disclose such Confidential Information if: (i) it is required for any kind of court or administrative proceedings; (ii) it is required by a court or administrative institution; (iii) it is necessary that the employees, professional consultants, partners, auditors or financing entities of the pertinent Party know it; (iv) the other Party has given prior consent; or (v) it is required in order to allow one of the Parties to enforce the rights granted by the GTCP.

Upon delivery of the Order Form, the Supplier agrees and accepts to return the Company any and all Confidential Information, as well as to provide or destroy any and all copies of the Confidential Information in any and all media.

If the Supplier does not comply with any of the confidentiality obligations stipulated in this clause, the Company shall have the right to claim a compensation for any and all damages known to result from such lack of compliance.

10. OBLIGATIONS

10.1. LIABILITIES

The Company shall not have any obligation whatsoever with regards to any and all agreements that the Supplier has reached with third parties in order to fulfil this Order Form.

The acceptance of this Order Form entails a strictly commercial relationship where the Supplier fully acknowledges its capacity as employer of all the persons that act on its behalf in order to perform the works established in the Order Form, fully exempting the Company of any liability in this regard. In any event, the Supplier agrees to provide documentary evidence of being up to date on its tax, labour, and social security obligations when required by the Company.

The Supplier agrees to execute the Order Form fully respecting the rights of third parties and the formal and material requirements established by the law in force. The Company shall have no liability whatsoever due to the infringements that the Supplier might incur in this regard.

In all cases where the Supplier might be liable towards the Company, for instance due to third-party claims to the Company, actions of the Supplier related to the execution of the Order Form, penalties applied to the Supplier, and other liabilities of the Supplier towards the Company due to damages, the Company shall be authorized, if it deems it appropriate, and without requiring prior notification to the Supplier, to withhold or deduct the amount required to cover such liability from the amounts pending payment to the Supplier due to this Order Form or to any other legal relationship between both Parties.

10.2. TRAFFIC MANAGEMENT WITHIN THE INDUSTRIAL PREMISES

All Suppliers must comply with the traffic management rules within the whole industrial premises. Said rules can be accessed at the Company's Business Activity Coordination Management Platform.

10.3. QUALITY CRITERIA

All Suppliers providing Critical Products or Services for thyssenkrupp Galmed, S.A.U. must necessarily have a valid ISO 9001 company certification or better (for instance, IATF 16949), or a certification from a quality management system equivalent or similar to the aforementioned that might be verified or audited by thyssenkrupp Galmed, S.A.U.

"**CRITICAL PRODUCTS OR SERVICES**" are those in DIRECT CONTACT with our product (CRC).

All Critical Products or Services must comply with three aspects: (i) have a guaranteed quality; (ii) have a guaranteed availability; and (iii) be included in the contingency plan (quality and/or logistics).

When in doubt about whether a product or service is critical or not, please contact the Management System Head of thyssenkrupp Galmed, S.A.U.

10.4. ENVIRONMENTAL OBLIGATIONS

The Supplier must know and follow at all times the environmental law in force.

The Supplier shall be liable for any negative environmental effects due to handling the materials or products used for the execution of the hired work. Any and all economic liabilities resulting from such effects shall be paid by the Supplier.

The Supplier must implement preventive measures to avoid negative environmental effects during the execution of works. If such effects happen, the Supplier shall implement any and all required corrective measures in order to remedy them.

Any environmental risk shall be notified to the Environment Head of thyssenkrupp Galmed, S.A.U. at the e-mail medio_ambiente.tkgalmed@steelurope.com.

The Supplier shall use as far as reasonably possible the best available technology for the prevention or minimization of pollution to physical environments, as well as the most energy-efficient means available.

If any lack of environmental conformity caused by the Supplier's employees that might affect the environment is detected, the Supplier shall provide a plan to remedy and prevent the recurrence of such lack of conformity.

The Supplier shall send the Environment Head of thyssenkrupp Galmed, S.A.U. the legal permits certifying

that it is allowed to provide any accepted waste management or transport service.

The manager shall provide the removal orders for the waste products with their final weights as soon as possible.

Contractors shall check that their vehicles have no oil leaks.

In any event, oil changes and repairs generating hazardous waste products like battery replacements, brake fluid changes, etc., are forbidden in the whole plant.

In the event of an accidental oil spill, it shall be contained using proper retention means and absorption materials, preventing soil contamination and dispersion to other environments.

Once the spill is contained, the affected area shall be cleaned and all generated waste products shall be properly managed. Any and all costs due to such waste contention, retention, cleaning, removal and management procedures shall be paid by the Supplier if it caused them.

10.5. LABOUR AND OCCUPATIONAL RISK PREVENTION OBLIGATIONS

The Supplier, by accepting the Order Form, agrees to comply with the law in force, the internal rules and the additional information regarding Occupational Risk Prevention. If the Supplier needs to enter the premises in order to fulfil the obligations established in this Order Form, it must previously access the Business Activity Coordination Management Platform of thyssenkrupp Galmed, S.A.U. and upload all required documents.

11. PENALTIES DUE TO LACK OF FULFILMENT

Failure to meet the delivery terms shall allow the Company to charge the Supplier delay penalties without prior notification. Such delay penalties shall be those stated in the Order Form. If not stated, delay penalties shall amount up to three per cent (3%) of the price of the Order Form for every seven calendar days of delay in the delivery, and the proportional part for delays under seven days. Notwithstanding that, if the damages caused by the Supplier are greater than the agreed penalty, the Company shall be entitled to recoup them from the Supplier, with prior notification of the amount to the latter. This amount can be withheld from the supply price or even claimed to the Supplier if the amount of the damages surpasses the amount owed to the Company.

Lack of compliance with the stipulations of the preceding paragraphs shall entitle the Company to return the received goods at the Supplier's expense.

Failure to fulfil the obligations established in these GTCP shall entitle the Company to charge penalties to the Supplier via the pertinent claim. These penalties might amount to up to 5% of that month's invoiced amount or of the amount of the Order Form for which some of the obligations established in Clause 10 herein were not fulfilled.

The Company shall have the right to charge up to 5% of that month's invoiced amount or of the amount of the Order Form as administrative expenses if it files a claim with the Supplier and the latter does not answer it within 60 days.

Lack of compliance with this stipulation entitles the Company to return the received goods and/or to make the pertinent claim, at the Company's choice and at the Supplier's expense.

12. PERSONAL DATA

As per the Spanish Organic Act on the Protection of Personal Data (hereinafter named the "SOAPPD") and its development regulations, particularly Spanish Organic Act 3/2018 on the Protection of Personal Data and the Guarantee of Digital Rights of 5 December 2018, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the Company, with its registered address in Carretera de Acceso IV, Km 3.9, 46520 Puerto de Sagunto, and VAT Number A80366321, informs you that the personal data included herein, as well as any other data provided during our business relationship, shall be included in a file of which it will be the Holder, and that said data shall be used by the Company for the proper management of requested services, payments made and received, and audits.

It is expressly mentioned that the Company is the receiver of said data and that the interested parties might exercise their rights of access, rectification, erasure, restriction and objection as established by the law sending an e-mail to the following address: data-protection.tkgalmed@thyssenkrupp.com.

You can learn more about our Privacy Policy in: <https://www.thyssenkrupp-galmed.com/>

13. FORCE MAJEURE

Any circumstance that is unforeseeable, or even if it is foreseeable is inevitable, and delays or prevents the delivery or the receipt of the requested goods or services, shall be considered force majeure. Specifically, any abnormal situation that happens at the Company's premises and stops or limits its production or workflow shall be considered force majeure for receipt purposes.

The Supplier shall only be exempt from paying penalties and other liabilities for damages in the event of force majeure, and only if (i) the Supplier notifies it in writing to the Company immediately after it happens and (ii) it is sufficiently accredited.

The Company shall be authorized to cancel the Order Form if the delay in the delivery of the goods or the provision of the services due to force majeure persists for more than a month, affects occupational safety, or might cause substantial damages to the Company.

14. APPLICABLE LAW AND JURISDICTION

These GTCP are governed by the Spanish law. Any and all purchases or supplies made in favour of the Company shall be governed by the Spanish law as well, unless expressly established otherwise in the Order Form.

For all disputes that might have their cause in any and all purchases, supplies or provisions of services made in favour of the Company, the Parties hereto expressly submit to the jurisdiction of the Courts of the city of Valencia, waiving any other applicable forum.

Unless the issue posed to the judiciary prevents so, for instance if eventual litigation results would affect the physical or legal possibility to keep fulfilling the remaining obligations, both Parties shall keep fulfilling their respective obligations to the full extent of what has been agreed.

15. EXPRESS AGREEMENT

The Supplier declares that, considering that there are multiple buyers and suppliers in the market for the goods purchased hereby, these GTCP are not imposed by the Company and the Supplier accepts them fully, freely and without reserve.

