

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Tube Developments Ltd.

1. **SCOPE OF APPLICATION**

- 1.1. These General Terms and Conditions of Sale ("GT&C") shall apply to any commercial relationship, sale, supply, delivery and/or provision of goods ("Goods") or services by Tube Developments Ltd (TDL). They are binding on the Client. "Client" means the entity whose name appears on the face of the PO.
- 1.2. Any order placed ("PO") to TDL constitutes acceptance by the Client of these GT&C. An acceptance will be also deemed to exist with any statement or act of the Client indicating agreement with TDL's offer. Any reference to and deviation to the GT&C within the Client's standard terms and conditions shall be deemed null and void unless TDL provides a written confirmation thereof. It will be understood that these GT&C have been notified to the Client by reference within the order confirmation of TDL, or if the Client previously received them in the course of its commercial relationship with TDL.

2. **CONTRACTUAL DOCUMENTATION**

- 2.1. The commercial relationship between TDL and the Client will be governed by TDL's offer, TDL's order confirmation and the Client's PO (as accepted in writing by TDL) or Client's tacit acceptance, and these GT&C, all of which will constitute the entire contract (the "Contract"). In the event of conflict or contradiction, the clauses of these GT&C shall prevail, except for any specific terms and conditions included by TDL in each offer or order confirmation.
- 2.2. The terms of the Contract shall apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No amendment, changes or additional terms proposed by the Client to these GT&C shall be incorporated in the Contract, unless expressly accepted in writing by TDL. TDL shall not be bound by the Client's Purchase General Terms & Conditions, even if TDL has not expressly rejected them.
- 2.3. POs, including any amendments, supplements or specifications, will become binding on TDL only after written confirmation by TDL. All TDL quotations or estimates are subject to confirmation and therefore, a Contract shall not be binding on TDL until TDL's official order confirmation.
- 2.4. Extensions, changes and/or variations in the scope of an accepted PO shall be notified in writing to TDL, and shall be considered as new orders, which to become a valid Contract must be expressly accepted by TDL in writing.

3. **OFFER AND PURCHASE ORDER**

- 3.1. Any documents such as drawings, plans, brochures and samples and any time of execution and delivery provided with TDL's quotations are estimates only and for informative purposes and have a non-binding nature.

- 3.2. After receiving the Offer, the Client shall either issue a PO within a maximum period of one week (unless otherwise indicated in the Offer), which shall be deemed to be in accordance with the Offer, or simply accept the Offer in writing. After such period has elapsed, the Offer will automatically be deemed to have expired. POs shall clearly include all necessary data and specifications, the final geographical destination, as well as the final application and use, as this is essential information for the definition of the exact quality and price of the products to be supplied.

4. **PRICES**

- 4.1. The prices of the Goods or services are set out in the order confirmation. Unless otherwise agreed in writing, prices are net and stated Ex Works, facility designated by TDL (Incoterms 2020), exclusive of any taxes, levies or duties.
- 4.2. The prices include only those items specified in the order confirmation. Any prices are only valid for the quantities offered, for the terms of payment specified and for POs received during the validity period of the offer.

5. **TERMS OF PAYMENT**

- 5.1. Payment shall be made under the terms and conditions agreed upon in the Order confirmation. Except for the cases of advance payment and unless otherwise stated, payment must be made upon delivery of the Goods. TDL may invoice the Client for the Goods on or at any time after the completion of each delivery and, unless otherwise agreed in writing, payment shall be made within 15 days from TDL's invoice date by bank transfer to the bank account of TDL (as specified in the Contract or notified by TDL).
- 5.2. No discount applies for early payment. No deductions such as withholdings or discounts not agreed upon will be allowed. The Client may not set off or withhold payment of any amount payable under the Contract to TDL, unless it is due, liquid, payable and recognized in an official enforceable document or court decision. Client shall not be allowed to withhold approvals or payment on account of a warranty or damages claim.
- 5.3. Any partial supplies shall be invoiced and paid separately at their due dates.
- 5.4. Time of payment is of the essence. Any amounts outstanding after 30 days from the invoice date shall automatically and without any reminder accrue interest at the BOE basic interest rate plus 3 percentage points, calculated on a pro rata daily basis. Interest runs from the date on which the sum in question becomes due for payment until the date on which the actual payment is made. TDL's right to claim interest is without prejudice to any other rights and remedies including, without limitation, the right to cancel all or part of the Contract, to suspend deliveries and to demand immediate payment for all previously delivered or for any deferred amounts. In addition to payment of interest, TDL is entitled to obtain compensation for costs and expenses, including

reasonable attorneys' fees, of collecting any amount not paid when due hereunder.

- 5.5. If, in the reasonable opinion of TDL, the Client's creditworthiness is or is likely to be compromised, TDL may at any time request advance payment of all sums due and any deferred payments not yet matured or demand any guarantee necessary to secure the payment of the Goods or services. If TDL does not obtain the requested guarantee, it may suspend or terminate all or part of the Contract without liability.
- 5.6. TDL may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Client against any amount payable by TDL to the Client.
- 5.7. Breach by the Client of any contractual or payment obligation towards TDL, as well as its insolvency will entitle TDL to suspend or terminate all or part of the Contract, and to declare the entire debt as overdue in advance, demanding its immediate payment (including any amounts not due yet), charging for any works performed, expenses incurred and damages suffered, and withholding in its favour any sums received, with the Client having no right to indemnification, and with expiry of the guarantee. The same consequence shall apply if the Client enters into any composition, arrangement or agreement (including a voluntary arrangement or agreement) with its creditors, or has passed a resolution for voluntary winding up.
- 5.8. Whenever any advance payment has been agreed upon, the Contract will not come into force and TDL's obligations will not be enforceable until TDL has received such advance payment in full.

6. INVOICING ACCORDING TO WEIGHT AND DIMENSIONS

- 6.1. The regulations and standards stipulated in the Order confirmation will define the delivery units and delivery dimensions of the Goods. Deviations within the permitted tolerances will be allowed, or in their absence, within what is allowed in commercial practice.
- 6.2. Invoicing will be made in accordance with the units, weights or dimensions verified by TDL after the Goods have been manufactured (within the aforementioned tolerances, if applicable), which will be communicated to the Client with the delivery documents.

7. TIME OF DELIVERY

- 7.1. Time of delivery shall be understood as the time when the pipes are made ready either for dispatch or for their final inspection by the Client or its representative at the designated place, whatever occurs first. The date specified in the offer and/or order confirmation is an estimate only and it may vary. Client's acceptance of delivery shall constitute a waiver of any claim of damage for delay.
- 7.2. TDL shall not be liable for any expense, loss, damage, interest, indemnification, penalty or claim suffered by or arising to Client from late

delivery. Where specific liquidated damages have been explicitly agreed in writing, in case of delay in delivery within the date specified in the Contract the Client might be entitled to liquidated damages. Such liquidated damages will be considered as its sole and exclusive remedy for the delay. The Client shall not be entitled to claim any further, actual or additional damages on account of the same late delivery. Liquidated damages or penalty claims for late delivery are time barred after two months from delivery of the supply concerned and Client shall not be entitled to apply liquidated damages if it is in breach of its contractual obligations.

- 7.3. Any delays in delivery caused by delays in the inspection works carried out by the Client or by third parties shall not be attributable to TDL and shall be borne by the Client.

- 7.4. If the agreed milestones entailing the right to collect the pipes cannot be fulfilled for reasons not attributable to TDL, TDL will be entitled to payment at the agreed terms and dates as if they had been duly fulfilled.

8. TERMS OF DELIVERY AND RECEIPT

- 8.1. All Goods are delivered Ex Works, facility designated by TDL (Incoterms 2020) and unpacked, unless otherwise agreed in writing.

- 8.2. TDL is entitled but not obliged to make partial deliveries of the Goods, which will be received, invoiced and paid separately and considered as separate Contracts.

- 8.3. The Client may appoint third parties or entities as agents for the taking over of the Goods, provided that such appointment is made when placing the PO, and that any associated cost are borne exclusively by the Client. In such cases any test reports shall be provided only to the entity appointed by the Client.

- 8.4. If the Client fails to take delivery of any supply totally or partially, after 5 days of having received TDL's ready-for-dispatch notice, or in any event that the Goods or any part of them could not be delivered at their due dates for reasons beyond TDL's control when it has been announced that they are ready for dispatch and delivery, delivery shall be deemed to have taken place at the moment when TDL announces disposability for dispatch and delivery, TDL shall discharge its delivery obligations by placing the Goods in storage at the cost and risk of the Client, and shall invoice the Goods plus the storage, conservation and custody costs to the Client. Delivery shall also be deemed to have taken place for the purposes of the beginning of the guarantee period and the passing of risk, and therefore all risk of loss or damage during storage shall be for the Client.

9. PASSING OF RISK

The risk of loss or damage to the Goods passes to Client upon delivery according to the agreed Incoterm.

10. **PACKAGING (IF APPLICABLE)**

10.1. Whenever the Contract sets forth that the Goods need to be packaged for their delivery, prices only include the packaging that is considered by TDL as a necessary for the Goods concerned and is in line with normal commercial practice, and the standard packaging for tubes shall be tying up with steel bands for pipes 4" and smaller, which will also be invoiced as Goods whenever the contract price is determined by weight. Any special alternative packaging requested by the Client shall be subject to prior acceptance by TDL and its additional cost shall be added to the purchase price.

10.2. The presence of natural and surface rust does not entitle Client to refuse receipt or payment of the Goods, nor to claim a reduction in price or any type of compensation.

10.3. TDL will not accept the return of the packaging or protection material used during transportation of the Goods, and Client is responsible for their proper disposal in conformity with applicable (environmental) laws.

11. **FORCE MAJEURE**

11.1. A Force Majeure Event means any act or event or circumstance which itself and/or its consequences are unforeseeable, unavoidable, beyond a party's reasonable control and which prevents or delays the affected party's performance of its contractual obligations. This shall include, but not be limited to the impediments stipulated in paragraph 3 of the ICC Force Majeure Clause 2020, as well as expressly cyberattacks, shortage in energy supply, currency and trade restrictions, pandemics, embargo, sanction, all events in connection with the Russian attack against Ukraine as well as countermeasures directed against it (in particular SANCTIONS).

11.2. The affected party shall notify the other party of the Force Majeure Event within reasonable time after gaining knowledge of the circumstance. In case of Force Majeure Event the non-performing party is, from the time the Force Majeure Event causes the impediment to perform, relieved from (i) its duty to perform its obligations under the contract, (ii) any liability in damages or any other contractual remedy for breach of contract. This shall also be the case if engaged sub-suppliers are affected by an event of Force Majeure. In that event the affected Party shall only be obliged to recourse to alternate and/or additional sources if the services, equipment and/or materials are available at equivalent price and corresponding other conditions. If the event of Force Majeure continues in effect for more than 180 days, the parties shall enter into discussions with a view to alleviating the effects of the event of Force Majeure and/or to agreeing upon alternative arrangements as may be fair and reasonable to both parties.

12. **ORDER CANCELLATION**

12.1. A binding PO cannot not be cancelled by the Client in whole or in part without the prior written agreement of TDL. Cancellation of the main

contract by the end Client does not entitle Client to cancel the PO.

12.2. If for any reason the Client decides to cancel its PO in whole or in part, TDL is entitled to immediate payment by the Client of all costs and expenses incurred by TDL in connection with Client's cancellation of this contract, including, without limitation, TDL's reasonable attorneys' fees, costs of labour, overhead, costs of materials, and any charges imposed upon TDL by its suppliers or subcontractors.

13. **WARRANTY**

13.1. TDL warrants that the Goods supplied and the services provided conform to the technical specifications and the characteristics described in the Order confirmation for a period of twelve (12) months from the date of shipment "Warranty Period").

13.2. The warranty shall only be valid and effective if transport, storage, assembly and operation of the Goods have been properly carried out by the Client.

13.3. The Client shall carefully inspect the goods and documentation and give notice of any apparent defect in writing immediately, but in no event later than seven (7) days from the date of shipment. If a notification about apparent defects or non-conformity is not made or is made later than seven (7) days from the date of shipment, the Client may not base any claim on such defects.

13.4. Claims pursuant to this warranty must be made during the Warranty Period and shall refer to latent defects. If any of the Goods fail to comply with the Warranty, Client shall promptly notify TDL of such failure, which notice must be received by TDL within seven (7) days after discovery of any defect or non-conformity, and TDL shall, at its option, repair or replace such non-conforming or defective Goods within a reasonable period, and such repair or replacement performed by TDL shall constitute Client's sole remedy. The warranty does not cover damage from external causes, such as accident, abuse, misuse, service not performed or not authorized by TDL, usage not in accordance with standards prescribed by TDL or any manufacturer of the Goods or any federal, state or local law, rule or regulation, normal wear and tear, or use of parts or components not supplied or intended for use with the Goods. The warranty shall be null and void as of the date of such external cause. TDL is not responsible for the satisfactory operation of the Goods in conjunction with other products, nor for any losses which may occur as a result of a failure of the Goods to operate in conjunction with other products. The warranty shall terminate if Client assigns any of its rights hereunder to any other party without first obtaining the written consent of TDL.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE GOODS AND TDL SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE,

**MERCHANTABILITY, PERFORMANCE,
SUITABILITY AND NON-INFRINGEMENT.**

14. LIMITATION OF LIABILITY

- 14.1. Except for personal injuries and wilful misconduct or gross negligence of TDL, to the maximum extent permitted by law, the total liability of TDL, under or in connection of the Contract, whether based on warranty, contract, tort or any other theory of the law, shall be limited to 100% of the PO amount in the aggregate.
- 14.2. Under no circumstances shall TDL be liable for any kind of indirect, consequential, incidental, punitive, special or exemplary damage or loss suffered by the Client or third parties, including but not limited to loss of production, income, revenue or profit (lucrum cessans), loss of performance or availability, delayed production, costs of replacements with substitute Goods or services, downtime or waiting costs, costs of labour, investment or capital, and any other financial costs, third party claims, etc. TDL shall be notified of any existing damage as soon as it occurs.
- 14.3. Client agrees that on the demand of TDL it shall hold harmless and indemnify TDL from and against any liability, obligation, loss, damage, fees, fine, penalty, action, claim, judgment, settlement, proceeding, cost, expense and disbursement of any kind or nature whatsoever, including all reasonable attorney's fees, costs and expenses of defence, appeal, and settlement of any suits, actions or proceedings instituted against TDL and all costs of investigation in connection therewith (hereinafter collectively referred to as "Liabilities") that may be imposed on, incurred by, or asserted against TDL by a third party arising out of the transactions contemplated by the order confirmation. Notwithstanding the foregoing, Client shall not be liable to TDL for any portion of such Liabilities that resulted from TDL's fraud, bad faith, or wilful misconduct.
- 14.4. Any legal action on any grounds, whether based on warranty, tort, contract or otherwise at law, must be commenced by the Client within three (3) months from the date of the end of the Warranty Period.

15. RESERVATION OF TITLE

- 15.1. Unless otherwise agreed on the contrary in the Contract, TDL shall remain the owner and reserves title over the Goods until receipt of the full and definite payment of its contractual price in accordance with the Contract.
- 15.2. Until the passing of title TDL shall be entitled to recover and dispose of the purchased Goods involved and any proceeds or credits arising from the sale of the Goods by Client shall be held for the benefit of and in trust for TDL.
- 15.3. The Client shall be obliged to diligently safeguard in deposit the Goods supplied until the passing of title, bearing the risk of any loss or damage thereto following delivery, and TDL could remove them from where they are stored at any time.

- 15.4. If the Goods supplied are transformed or integrated by the Client into Goods that are not TDL's property, TDL will acquire co-ownership over the new manufactured Goods, in the proportion that the invoice price of the Goods supplied under reservation of title represents in the invoice price of the new manufactured Goods.

16. CONFIDENTIALITY

Any information of whatever nature regarding TDL and/or the goods, to which the Client has had access as a result of the Contract, including the terms and conditions of the same, shall be considered as confidential information unless it belongs to the public domain, and shall not be disclosed to third parties nor used directly or indirectly for purposes other than those provided for in the Contract. This obligation binds any employees of the Client, who shall only receive the information that is strictly required for the performance of their duties, with the Client ensuring at all times that confidentiality is maintained. The confidentiality obligation shall remain in force for at least two years following the full payment of the supply.

17. MISCELLANEOUS

- 17.1. The terms and conditions stated herein constitute a contract between Client and TDL and together with the order confirmation constitute the complete and exclusive statement of the terms and conditions of the sale and delivery of the Goods. There are no other promises, conditions, understandings, representations, or warranties of any kind with respect to the subject matter hereof.
- 17.2. This contract may be modified only by a writing signed by TDL and Client. The failure of TDL to enforce any right hereunder will not be construed as a waiver of its right to enforce any right in the future.
- 17.3. Any provision of this contract which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this contract in that jurisdiction without in any way invalidating the remaining provisions of this contract, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to TDL by virtue of this Contract shall inure to the benefit of its successors and assigns.
- 17.4. All requests, instructions and notices from one party to the other must be in writing and may be given via certified mail or facsimile transmission to the address of the parties shown on the face of the order confirmation. Provisions herein which by their nature should apply beyond their terms will remain in force after any termination of this contract.
- 18. DATA PROTECTION**
- 18.1. The Client acknowledges that, on account of this Contract, TDL stores his personal data for the purposes of automated processing (invoicing, bookkeeping, etc.). No other personal data

besides those contained in this contract shall be stored.

- 18.2. If the Client obtains access to personal data for which we are the responsible party upon conclusion of the Contract or in connection with the provision of the contractual services, the Client shall ensure compliance with the statutory data protection provisions, and in particular the obligations under the General Data Protection Regulation (GDPR). In particular, the following provisions apply, partly in addition to the legal obligations:
- a. Personal data shall be processed exclusively for the purpose of fulfilling the contractual obligations arising from the contract ("purpose limitation").
 - b. The Client shall ensure that its employees only have access to personal data to the extent necessary for the performance of the contractual obligations under the contract.
 - c. The Client undertakes to take technical and organizational measures in line with the state of the art in order to guarantee and permanently ensure a level of protection for personal data that is appropriate to the risk. Upon our request, the Client shall provide evidence of compliance with the aforementioned technical and organizational measures.
 - d. A transfer of personal data to third countries is only permitted in accordance with the provisions of Art. 44 et seq. GDPR.
 - e. The Client shall delete the data without delay as soon as they are no longer required for the performance of the contract and the statutory retention periods are complied with.

19. **EXPORT CONTROL**

The Client undertakes to comply with all applicable national, supranational and international export control regulations. The Client warrants that the delivered goods, including replicas thereof, will only be used and will be passed on to third parties in compliance with all applicable export control regulations.

20. **COMPLIANCE**

- 20.1. The Client confirms that it has taken notice of the Code of Conduct of the BUHLMANN GROUP which TDL is part of. The Code is available at the website under <https://buhlmann-group.com/> or directly accessible via <https://buhlmann-group.com/compliance/> and undertakes to observe and comply with the principles set out in the Code of Conduct in the performance of its activities and to ensure compliance with them within its supply chain.

- 20.2. If the Client violates its obligations under this Clause 19, TDL shall have the right to terminate the contract without notice.

21. **ANTICIPATORY BREACH**

Unexpected events, changes in the economical or financial circumstances or in the scope of the mutual obligations of the parties that significantly affect the tasks to be performed, etc., will entitle TDL to withdraw from the Contract totally or partially with a mere notification of rescission in writing and without any liability arising therefrom.

22. **APPLICABLE LAW**

These GT&C and the Contract are governed by the substantive Laws of Scotland to the exclusion of any other legal system or conflict of law rules. The 1980 UN Vienna Convention on Contracts for the International Sale of Goods shall not apply.

23. **RESOLUTION OF DISPUTES**

All disputes, controversies or claims arising in connection with the interpretation and enforcement of these GT&C, the Contract or any other legal relationship with the Client which cannot be resolved amicably despite having exercised all reasonable efforts, shall be finally resolved by the sole competent Courts of Scotland to the exclusion of any other jurisdiction, including the own forum of the parties, which is expressly waived, without prejudice of TDL's right to bring a claim against the Client to the court of first instance with territorial jurisdiction over the defendant's domicile.

Tube Developments Ltd.