

GENERAL CONDITIONS OF SALE
ArcelorMittal Distribution Solutions Poland Sp. z o.o.
with its registered seat in Katowice
effective from 25 April 2025

1. GENERAL PROVISIONS

- 1.1. These General Conditions of Sale (hereinafter: GCS) apply to all contracts, including contracts for the sale of goods and services involving the participation of the company under the business name: ArcelorMittal Distribution Solutions Poland Sp. z o.o. with its registered seat in Katowice (hereinafter referred to as the Seller). These GCS are an integral part of each contract, any change hereof must be made in written or document form under pain of nullity.
- 1.2. Whenever the GCS refer to the parties, it means the Seller and the Buyer.
- 1.3. The Buyer is obliged to read the GCS before placing an order. Placing an order by the Buyer is tantamount to accepting the GCS by the Buyer at the time of order placement. In the event that the Buyer declares that it does not accept these GCS, the Seller will be entitled to withhold release of the goods until the Buyer submits a written statement about the acceptance of GCS.
- 1.4. Any changes or supplements to the GCS, as well as any other arrangements between the Parties pertaining to the delivery must be made in written or document form under pain of nullity. In the event of making oral agreements, they will be binding provided that both Parties confirm them in written or document form under pain of nullity, no later than on the next business day.
- 1.5. In the event of discrepancy between the terms and conditions agreed by the Parties in a contract drawn up in written or documentary form and these GCS, the terms and conditions laid down in the contract concluded by the Parties shall apply as prevailing, before these GCS, provided that those terms and conditions are drawn up in written or document form under pain of nullity.

2. INFORMATION CONCERNING THE GOODS

- 2.1. All technical information concerning steel grades, conversion factors, sizes and quality derived from catalogues, brochures and other advertising materials is approximate and serves informational purposes only. Such information is binding upon the Seller if it is expressly confirmed by the Seller in written or document form under pain of nullity.
- 2.2. The Buyer is obliged to know the technical parameters of the ordered goods. The Seller, if it is expressly specified in the contract, must submit a certificate confirming compliance of the order with the delivery.

3. ORDERS

- 3.1. The Buyer is obliged to provide the Seller an order for goods, in written or document form (letter, fax, e-mail). Placing an order within the meaning of these GCS is tantamount to making an offer to conclude a purchase contract by the Buyer.
- 3.2. Prior to placing the first order, the Buyer shall provide copies of registration documents confirming its status as an entrepreneur (entry in the register of economic activity or an extract from the National Court Register, NIP [Tax Identification Number] certificate and a document confirming the assignment of REGON state statistical number). At the request of the Seller, the Buyer is obliged to submit all documents enabling the proper performance or settlement of the contract by the Seller, in particular a certificate of no arrears in the payment of public-law liabilities or non-tax public-law receivables, documents concerning the Buyer's real owner (beneficial owner), including the actual owner of payments made, information on settlements

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with entities having their registered office or management board in the territory or in a country applying harmful tax competition.

- 3.3. The Seller's confirmation of the order acceptance or signing of the contract by both Parties is tantamount to conclusion of a sales contract. In case of changes to the price or delivery date specified in the order confirmation, the contract is concluded at the time of confirming the changes in the order by the Buyer and the Seller.
- 3.4. In justified cases, the Seller has the right to refuse to accept the order, in particular if the Buyer is in arrears with the payment of outstanding liabilities to the Seller or another company of the ArcelorMittal group.

4. PRICES

- 4.1. The price of goods is determined on the basis of arrangements in force at the date of submitting an order.
- 4.2. Oral agreements and declarations of the Seller's employees are binding upon the Seller only if they are confirmed in written or documentary form, under pain of nullity.
- 4.3. In the event of changes to the charges and costs beyond the control of the Seller, in particular changes to exchange rates concerning foreign currencies, costs of purchasing raw materials or materials - and affecting the price, arising in the period between the conclusion of contract and delivery, the Seller reserves the right to change prices to a relevant extent. Price change requires the consent of the Buyer. If the Buyer does not consent to the change in price, the Seller is entitled to withdraw from the concluded contract without bearing any liability and costs associated with withdrawal.
- 4.4. All given prices are net prices, to which VAT must be added. Prices are established for EXW warehouse of the Seller, unless the Parties have agreed otherwise.

5. TERMS OF PAYMENT

- 5.1. The Seller states the payment deadline in order confirmation. This time limit will be in each case specified in days and calculated from the date of issuance of invoice.
- 5.2. The payment date shall be the date of crediting the bank account of the Seller with the amount due or of making the payment at the Seller's cash register.
- 5.3. The Seller has the right to require the Buyer to make an advance payment, a deposit or prepayment for the ordered goods or to provide security for the payment satisfying the Seller, e.g. bank or insurance guarantee.
- 5.4. If the Buyer is obliged to make an advance payment, a deposit or prepayment, the failure to make such a payment within 3 working days from the order confirmation date shall entitle the Seller to unilaterally withdraw from the contract without setting an additional payment deadline for the Buyer. In the event of withdrawal from the contract, the Seller does not bear any liability and costs on this account, in particular for damages arising in connection with the withdrawal.
- 5.5. Upon the Buyer's failure to pay the amount due within the deadline, exceeding the allowable debt limit or termination of the limit by the insurer, the Seller has the right to:
 - a) change the conditions of sale (e.g. introduce prepayments), and

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- b) withhold the execution of orders or demand payment of the price by the Buyer before the release of goods under other already accepted orders.
- 5.6. In case of delay in payment the Seller shall be entitled to demand payment of interest at the maximum interest rate (Art. 359 §2¹ of the Polish Civil Code) or in the amount of statutory interest, depending on which is higher.
- 5.7. In the event that, after conclusion of the contract, the Seller receives information about the deterioration of the Buyer's financial situation, as a result of which the Buyer may be unable to meet the claims of the Seller, the Seller is entitled to demand immediate payment of all claims by the Buyer, both outstanding and unmatured debts.
- 5.8. Unless the Buyer explicitly specifies otherwise, payments made by it are set off against incidental dues (especially interest) in the first place, and only then against principal dues, and the earliest dues.
- 5.9. The Seller shall be entitled to transfer the claims it has against the Buyer to a third party without the consent of the Buyer.
- 5.10. Filing any complaint, including a complaint in respect of guarantee of quality or statutory (implied) warranty for defects, does not entitle the Buyer to withhold payment for the execution of delivery.
- 5.11. The Buyer is obliged to immediately notify the Seller in written or document form, under pain of nullity, about each change of registered office, business name, legal form of business and mailing address. Failure to notify the Seller shall result in recognising the notifications made by the Seller using the data recently obtained from the Buyer as properly delivered and effective.
- 5.12. With regard to documents drawn up in writing, document or electronic form by the Seller regarding the delivery of goods, in particular:
- (a) documents containing information on the return of goods,
 - (b) a document containing information on the amount of the granted rebate, discount or other price reduction,
 - (c) a document containing information about an evident (obvious) mistake
- The Buyer accepts that the information contained in the above-mentioned documents constitute the basis for issuing a corrective VAT invoice by the Seller (in minus corrections), for the quantity and value (amount), including the amount of VAT, resulting from the above-mentioned documents.
- 5.13. The conditions resulting in a reduction of the tax base within the meaning of the provisions of the Act on the goods and services tax, for the goods / services provided by the Seller, the Seller and the Buyer recognize as agreed and implemented between them within the meaning of the provisions of that Act in the settlement period in which the Seller issued a corrective invoice.

6. TERMS OF DELIVERY

- 6.1. The Parties agree the delivery date in the order and order confirmation document.
- 6.2. If an order is made for steel products currently unavailable in the Seller's warehouse, then the Seller shall promptly notify the Buyer of the earliest order execution date possible.
- 6.3. Order execution date means the date when the product is ready to be handed out from the Seller's warehouse, unless the Parties agree on another form of delivery.
- 6.4. Delivery date shall be deemed complied with by the Seller, if the Seller reports the readiness of

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goods to be collected on the agreed day, even if the actual receipt of goods occurs at a later date for reasons beyond the control of the Seller.

- 6.5. The Seller may deliver the goods to the Buyer to the address specified in the order, using the services of transport companies for this purpose.
- 6.6. The costs of delivery of the goods to the address specified in the order shall be borne by the Buyer.
- 6.7. The Buyer is responsible for immediate unloading of goods. The costs resulting from the unjustified waiting period before unloading the goods shall be borne by the Buyer.
- 6.8. In case of cancellation, revocation of or withdrawal from the order, the Buyer is obliged to cover all costs incurred by the Seller in connection with such a cancellation, revocation or withdrawal by the Buyer.
- 6.9. The following circumstances exempt the Parties from any and all liability for the damage done: labor conflicts or disputes, strikes, fire, flood, natural disasters, riots, production downtime, downtime or limitations in the supply of utilities, including downtime or restrictions concerning energy, shortages of goods, embargo, decisions or restrictions introduced by administrative or state authorities, shortages and delays in performance of orders by the Seller's suppliers, state of epidemic, state of epidemic danger, state of emergency within the meaning of the relevant provisions of generally applicable law, state of war danger, state of war, and any actions of administrative or state authorities or state services aimed at preventing or removing the effects these events; all of the above-mentioned circumstances may occur in part or in the whole territory of the country or Europe. Lack of funds is not considered a force majeure event. The Party that invokes these circumstances is obliged to immediately notify the other Party in writing of their occurrence and termination.

7. TRANSFER OF BENEFITS AND BURDENS RELATED TO THE GOODS TO THE BUYER

- 7.1 If the goods are shipped to the address indicated by the Buyer via carrier appointed by the Seller, the benefits and burdens associated with the goods and the risk of accidental loss or damage to the goods are transferred to the Buyer upon releasing the goods to the Buyer. If at the time of collecting the goods from the carrier, the Buyer finds a discrepancy between the goods actually delivered and the goods specified in the transport documents, or discovers that the goods are damaged, it should immediately write down any objections on a copy of the carrier's shipping list or on the specification of goods, under pain of losing the right to claim such irregularities at a later date. These activities are aimed at establishing the principles and scope of the potential liability of the carrier. The Buyer's failure to comply with these terms shall be understood as:
 - a) the Buyer's resignation from its rights arising from the shortcomings and defects in the goods, and
 - b) the Buyer's consent to the amendment of contract in the part concerning the designation of its subject matter and the price - in case of discrepancies between the goods supplied or their quantity and the information specified in the shipping list or specification.
- 7.2 If the Buyer collects the goods using its own transport, the benefits and burdens associated with the goods and the risk of accidental loss or damage to the goods are transferred to the

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Buyer upon handing over the goods to the Buyer at the Seller's warehouse.

8. QUALITY

- 8.1. The Buyer is responsible for ensuring that the technical data and information concerning the quality and quantity of goods provided to the Seller suit the Buyer's needs.
- 8.2. It is the Buyer's responsibility to check the quality of the goods while they are handed over to the Buyer.
- 8.3. The Buyer is obliged to inform the Seller in written or document form under pain of nullity about the purpose and intended use of the purchased goods. Lack of such information releases the Seller from liability for an occurrence that the goods are not suitable for the purpose or intended use for which the Buyer purchased the goods, unless mandatory provisions of generally applicable law exclude the release of the Seller's liability.
- 8.4. If the order does not specify conformity of the goods with the standard or does not contain a description of the desired quality of the goods, the Seller shall deliver ordinary commercial goods to the Buyer, without taking responsibility for any quality requirements that are not expressly and clearly reserved by the Buyer.
- 8.5. The Seller will provide the Buyer with appropriate approvals and certificates relating to the goods, if such a requirement is specified in the order. The Seller is responsible for the relevance of submitted documents to the steel delivered.
- 8.6. The Seller reserves the right to collect fees for issuing an approval in accordance with the valid price list. The fee will be each time re-invoiced to the Buyer.

9. QUANTITY

- 9.1. The Seller reserves the right to the margin of error of +/- 10% with regard to the quantity of goods specified in the order, compared to the total amount of the material supplied, for which margin the Seller does not bear liability, unless the Parties agree otherwise.
- 9.2. The goods are sold in a unit of measurement in which they are offered. If the goods are sold by weight (the unit of measurement will be a tonne or kg), they can be sold per actual, theoretical or commercial weight, according to the Seller's offer.
- 9.3. It is the Buyer's responsibility to check the quantity of released goods while collecting them. Notwithstanding the obligation to apply clause 10.19. below in cases referred to therein, in any event of quantitative complaints, the complaint will be processed provided that the Buyer included annotations in the stock issue confirmation on the type of damage to the purchased goods (missing or damaged goods). Annotation in the stock issue confirmation must be signed by the driver who delivered the goods.

10. GUARANTEE

- 10.1. The Seller grants a guarantee of quality for the delivered goods to the Buyer on the terms set out in these GCS and the contract, excluding the provisions of the Polish Civil Code.
- 10.2. The warranty period provided by the Seller is 6 months from the date of receipt of the goods or the performance of the service, unless otherwise agreed in the sales contract. Any defects that

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- could not be detected upon delivery must be reported to the Seller immediately upon their discovery, either by registered mail with acknowledgment of receipt or to the email address agreed upon in the sales contract, but in any case no later than 6 months from the delivery date (the Buyer is obliged to conduct a thorough inspection of the goods within this period).
- 10.3. The Seller is liable only for the defect that is revealed during the guarantee period and which the Buyer notifies the Seller about in a written or document form under the pain of nullity, without prejudice to cases in which the clause 10.19. below is applicable, within the guarantee period immediately after manifestation of such a defect, but not later than within 7 days after its manifestation, taking into account the provisions of clause 10.5. Lack of notification by the Buyer of the defect found within the specified time limit in the guarantee period excludes the Buyer's claims under guarantee.
- 10.4. The Buyer has the right to file qualitative complaints:
- a) relating to the obvious quality defects of the goods, i.e. defects visible to the naked eye and noticeable at the time of releasing the goods - the Buyer has the right to report such defects to the Seller, no later than at the time when the goods are released to the Buyer, under pain of losing the right to claim such defects at a later date and recognizing that goods were released to the Buyer by the Seller without any quality defects and in accordance with the order;
 - b) relating to other defects than those listed above in letter a) - the Buyer has the right to report such defects to the Seller within the guarantee period, within 7 days from the date of manifestation of the defects, under pain of losing the right to claim such defects at a later date and recognizing that goods were released to the Buyer by the Seller without any quality defects and in accordance with the order.
- 10.5. Notification about a defect must include the appropriate documentation demonstrating the occurrence of the defect. Types of documents required to examine the complaint is specified by the Seller. In particular, such documents may be: confirmation that the goods covered by the guarantee were purchased from the Seller, document confirming the existence of a defect revealed during the guarantee period. These requirements may be presented to the Buyer in a document form (email to the Buyer's e-mail address from which the guarantee claim was made).
- 10.6. The Seller is entitled to set the Buyer a deadline after the lapse of which any lacks in the documentation referred to in clause 10.5. submitted by the Buyer will result in the rejection of the complaint for reasons preventing the Seller from proper consideration of the complaint. After the lapse of the deadline and rejection of the complaint for reasons preventing the Seller from proper consideration of the complaint, the Buyer may submit a new complaint containing all the documents required by the Seller.
- 10.7. Exercising the rights under the guarantee, the Buyer is obliged to deliver the goods to the place where the goods were handed over to the Buyer.
- 10.8. If, instead of delivering the goods to the Seller, it is enough to take samples or perform technical tests to consider the complaint, this obligation encumbers the Buyer under pain of loss (expiry) of the guarantee claims.
- 10.9. If the delivery of the goods by the Buyer to the place referred to in clause 10.7. is objectively impossible, the Buyer is obliged to allow the Seller to inspect the goods subject to complaint, including sampling and technical inspection, under pain of losing guarantee claims.

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- 10.10. If the processing of complaint requires an inspection or there is a need to appoint an expert to settle the disputes, the complaint period is extended by the time necessary to carry out these activities, but by no more than 60 days. The costs related to the activities carried out by the expert are borne by the Party indicated by the expert as responsible for the occurrence of the defect.
- 10.11. In the event of reporting a defect in the goods under guarantee, the Seller is obliged only to repair the goods or replace them with the goods free from defects. The Seller shall have the right to choose the appropriate guarantee service.
- 10.12. The Seller shall not be liable for any damages resulting from or arising in connection with the defect and/or the damage of goods subject to complaint.
- 10.13. The Seller shall not be liable for lost profits of the Buyer arising in connection with the defect and/or the damage of goods subject to complaint.
- 10.14. The Seller shall repair or replace the goods with the goods free from defects within the period specified in the contract, and if the contract does not specify such period, then within 60 days from reporting the defect by the Buyer containing all documents and information allowing for proper consideration of the claim by the Seller. If meeting this deadline proves impossible due to circumstances beyond the Seller's control, particularly because of the production technology used or the manner of carrying out the repair, or shortages or delays in delivery of materials, raw materials or goods, then the time limit shall be extended for the duration of circumstances beyond the control of the Seller.
- 10.15. Exercise of the Buyer's rights under the guarantee, in particular pertaining to the repair of goods or their replacement with new, free from defects, performed by the Seller, does not result in an extension of the guarantee period or in starting the guarantee period over again.
- 10.16. Since the guarantee of quality is granted, the liability of the Seller in respect of the implied warranty for defects is hereby excluded. The exclusion of liability in respect of the implied warranty for defects does not pertain to the Buyers being consumers in light of article 22 (1) of the Civil Code.
- 10.17. The goods processed by the Buyer in any way are not subject to guarantee of quality and the implied warranty for defects.
- 10.18. The Seller shall not be liable for defects of goods resulting from their improper storage or further processing.
- 10.19. The Buyer who purchased the goods and received a link and login to the QCD Online electronic platform from the Seller shall submit any complaints with regard to defects of goods, including quantity defects and any quality defects, via that platform; complaints submitted in another manner shall not be considered, subject to cases where, for technical reasons related to the functioning of the platform, it is not possible to make submission in such manner.

11. RETURN OF GOODS

- 11.1 The Seller will not accept returns of goods due to reasons concerning the Buyer (e.g. purchase made as a result wrong decision, cancellation of one of the items ordered, mistake made while ordering, etc.). In special cases, the Seller may depart from this principle and accept the returned goods. In such a case, the Seller may repurchase the returned goods from the Buyer at the sale price offered to the Buyer, in addition the Buyer will bear the handling and transport

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costs.

- 11.2 Return of goods can take place only on the basis of previous arrangements and upon the acceptance of the Seller expressed in written or document form, under pain of nullity.
- 11.3 The returned goods will be accepted only if they are undamaged and identifiable as to the parameters described in attestations and certificates. In case of packaged goods, they must be returned in original and undamaged packaging.
- 11.4 Possible return of goods can take place within 1 month from the date of releasing the goods.

12 . CLAUSES CONCERNING INTERNAL POLICIES AND ANTI - CORRUPTION

- 12.1. The Buyer confirms that the Buyer has read, accepted and implemented the Internal Policies of AM, which can be found at the website:
<https://distribution.arcelormittal.com/pl-PL/pobierz>.
- 12.2. The Buyer undertakes to comply with all laws and guidelines pertaining to the prevention or counteracting corruption, in force in the companies of the ArcelorMittal group. These guidelines are available at the website:
<https://distribution.arcelormittal.com/pl-PL/pobierz>.
- 12.3. The Buyer undertakes to comply with all applicable anti-corruption laws, taking into account the provisions of the jurisdiction of its country of registration and Polish law (if these are different countries) and to comply with the guidelines contained in the Internal Policies of AM regarding the prevention of corruption and the acceptance and granting of gifts and invitations to entertainment events available under address: <https://distribution.arcelormittal.com/pl-PL/pobierz>.

13. CONFIDENTIALITY CLAUSE

- 13.1. The Buyer undertakes to keep confidential all information relating to the conclusion, content and execution of this Agreement.
- 13.2. The Parties may provide information on the conclusion, content and execution of this Agreement only to authorised authorities at their request and to entities associated with them by equity.
- 13.3. The obligation of confidentiality referred to in this paragraph shall be binding upon the Buyer for an indefinite period of time, also in case of expiry, dissolution or withdrawal from this Agreement.
- 13.4. The Data controller in relation to the personal data provided is ArcelorMittal Distribution Solutions Poland sp. z o.o. with registered office in Katowice, address: ul. Stalowa 1, 40-610 Katowice, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under the KRS number 0000057816, with NIP: 954-224-90-02, REGON: 276112593 , with a share capital of PLN 111,886,000.00 (hereinafter: the "Data controller"). Personal data may include: name and surname, telephone number, e-mail address.
- 13.5. The purpose of processing personal data provided by the Buyer, his employees or associates is to take the necessary steps before concluding and performing the contract and providing services in accordance with the contract, as well as to establish, pursue or defend legal claims arising from or related to the contract.

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- 13.6. The legal grounds for data processing are as follows:
- (a) negotiating, concluding and performing a contract to which you are a party - in the case of personal data of a person who is a party to the Agreement or who takes steps to conclude it - legal basis for processing - art. 6 sec. 1 lit. b GDPR;
 - (b) implementation of the Data controller's legitimate interest in taking steps to negotiate, conclude and perform the Agreement as part of the business - in the case of personal data of the Recipient's / Service Recipient's employees - legal basis for processing - art. 6 sec. 1 lit. f GDPR);
 - (c) in the case of concluding a contract, the performance of public law obligations incumbent on the Data controller - legal basis for processing - art. 6 sec. 1 lit. c GDPR;
 - (d) in the event of the conclusion of the contract, the fulfillment of the archiving obligation for the period provided for by the relevant provisions of law incumbent on the Data controller - legal basis for processing - art. 6 sec. 1 lit. c GDPR.
- 13.7. The following data recipients may have access to Personal Data:
- (a) authorized employees of the Data controller and service providers entrusted by contract with the processing of Personal Data for the purposes of the provision of services provided to the Data controller, but only to the extent necessary for the proper performance of these services. Please be advised that access to Personal Data is granted only to persons for whom there is a justification for such access due to the tasks performed and services provided. All persons authorized to process Personal Data are obliged to maintain the confidentiality of data and protect them against disclosure to unauthorized persons.
 - (b) entities authorized by law to receive Personal Data,
 - (c) entities cooperating with the Data controller to whom Personal Data is made available on the basis of the consent of the data subject and for the purposes indicated therein,
 - (d) law firms - providing legal services to the Data controller - being separate data controllers by operation of law and obliged to maintain professional secrecy.
- 13.8. Data storage period:
- (a) personal data collected in the databases of Customers / Buyers / Recipients will be stored until the end of cooperation with the data subject or until an effective objection to data processing for the indicated purpose is submitted, depending on which of the events occurs first, and if they are collected on the basis of consent until the consent is withdrawn;
 - (b) in the case of concluding a contract, personal data will be stored for the duration of the Agreement, including the expiry of the quality guarantee and warranty period, and after that time, for the period provided for by the relevant provisions of law, the implementation of the archiving obligation and any possible limitation periods for claims arising in connection with the implementation Contracts.
- 13.9. Your obligation to provide your personal data - depending on the nature of the data, it is a contractual / statutory obligation; Failure to submit them will result in the inability to conduct negotiations, implement the concluded Agreement and the related tax and archiving obligations. Providing personal data is voluntary in the scope of expressed consents.
- 13.10. You can exercise the following rights against the Data controller:
- (a) the right to request access to your personal data and to rectify it, art. 15-16 GDPR;
 - (b) the right to limit the processing of your data in situations and on the terms set out in art. 18 GDPR or to their deletion pursuant to Art. 17 GDPR ("right to be forgotten");

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- (c) the right to data portability pursuant to Art. 20 GDPR;
 - (d) the right to withdraw at any time prior consent to the processing of your personal data, which, however, will not affect the lawfulness of the processing of such person's data, which was based on this premise and took place before he exercised his right to withdraw consent;
 - (e) the right to object at any time to the processing of your personal data for reasons related to its particular situation, as referred to in art. 21 sec. 1 GDPR;
 - (f) the right to object at any time to the processing of your personal data for purposes related to direct marketing, including profiling for marketing purposes, to the extent that the processing of that person's data is related to such direct marketing.
- 13.11. In matters related to the processing of data and the exercise of the rights of the data subjects, you can contact the Data controller by sending correspondence to the e-mail address: rodo.amds@arcelormittal.com or in writing to the Data controller's address with the annotation "Personal data". The data subject has the right to lodge a complaint against the processing of his personal data by the Data controller to the supervisory body - the President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw.
- 13.12. In the case of providing personal data of your employees / associates, you are obliged to inform them about the disclosure of their personal data to the Data controller and about further processing of data for contact purposes in connection with negotiating the terms of contracts, their conclusion and implementation.

10. CLAUSES CONCERNING ECONOMIC SANCTIONS

- 14.1. The Buyer represents and warrants that the Buyer and its subsidiaries and group companies (including board members, managing personnel or employees) have not been subject to any economic sanctions imposed by international or national organizations, and that no economic sanctions have been imposed by any state on those entities.
- 14.2. In addition, the Buyer represents and warrants that no product, component, raw material or financial means from countries subject to economic sanctions will be used by the Buyer to perform a contract with the Seller.
- 14.3. Should the economic sanctions referred to in clause 14.1. or 14.2. be imposed during the term of a contract between the Buyer and the Seller, the Buyer is obliged to notify the Seller of this fact by registered letter within three days. In such a case, the Seller shall have the rights specified in clause 14.6. If the Buyer fails to comply with the notification obligation referred to in the preceding sentence, and the Seller itself learns about such occurrence, the Seller shall also be entitled to exercise the rights specified in clause 14.6.
- 14.4. The Buyer is obliged to include this clause 14 in each contract in which the Buyer acts as the buyer (ordering party, recipient) and at the same time relating to supplies or services by means of which the Buyer performs its obligation towards the Seller.
- 14.5. The Buyer who: a) has its registered seat outside of Poland, or b) has its registered seat in Poland, but exports the goods purchased from the Seller - is obliged to complete and provide the Seller with a document on the end use of the goods and sign and deliver to the Seller a clause on economic sanctions and anti-diversion of goods, on the forms presented by the Seller, in each case not later than on the date of conclusion of a contract.

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14.6. The Buyer acknowledges and agrees that a breach of any of the provisions of clauses 14.1. - 14.5. in connection with a contract between the Seller and the Buyer will be treated as gross improper performance of all other contracts concluded between the Seller and the Buyer and shall entitle the Seller to exercise the rights set out below, also with regard to these other contracts (cross-default clause). The Parties agree to incorporate this clause 14 by reference to all contracts concluded between the Seller and the Buyer.

In the event that the Buyer breaches the provisions of any of clauses 14.1. - 14.5., in connection with any contract concluded with the Seller, the Seller shall in particular have the right to:

- a) terminate a contract unilaterally without notice; this right may be exercised until the expiry of the period for which the contract is concluded, or in the case of a specific task contract or other similar result contract - by the date provided for the performance of the subject of the contract,
- b) suspend the performance of the subject of the contract, in particular the ordered and not yet completed deliveries, until the matter is clarified by the relevant state authorities, and then to refuse to perform the subject of the contract, if the findings of the relevant state authorities (especially by a final court judgment) have confirmed the violation of the provisions of any of clauses 14.1. - 14.5. by the Buyer;
- c) freeze the funds received from the Buyer, in accordance with the provisions of applicable law, until the matter is clarified by the relevant state authorities, and then to take actions authorized by the provisions of applicable law or state authorities.

If the above-mentioned rights are exercised by the Seller, the Buyer shall not have any claims against the Seller and the Buyer shall indemnify the Seller against any claims and cover all damages in this respect.

15. FINAL PROVISIONS

15.1. The provisions of these GCS pertaining to the supply of goods by the Seller shall apply to the provision of services by the Seller respectively.

15.2. Contracts for the sale of goods/services involving the Seller shall be subject to Polish law and the jurisdiction of Polish courts.

15.3. In the event that any provision of the GCS is declared null and void, ineffective or unenforceable, it shall not affect in any way the validity, effectiveness and enforceability of the remaining provisions hereof.

15.4. The competent court for the settlement of disputes arising from contracts involving the Seller shall be the court of jurisdiction over the Seller.

15.5. The Buyer is obliged to immediately notify the Seller in writing, under pain of nullity, about each change of registered office, business name, legal form of business and mailing address. Failure to notify the Seller shall result in recognizing the notifications made by the Seller using the data recently obtained from the Buyer as properly delivered and effective.

15.6. ArcelorMittal Distribution Solutions Poland Sp. z o.o. with its registered seat in Katowice, fulfilling the obligation imposed by article 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions, declares that it has the status of a large

GENERAL CONDITIONS OF SALE
ArcelorMittal Distribution Solutions Poland Sp. z o.o.
with its registered seat in Katowice
effective from 25 April 2025

entrepreneur within the meaning of the provisions of the Act of 6 March 2018 Entrepreneurs' Law (uniform text OJ 2019, item 1292).

- 15.7. These GCS shall apply from 25 April 2025. From this day, the previous versions of GCS shall be repealed.