

## NEMAK TERMS AND CONDITIONS OF SALE OF ALUMINUM

### 1. Terms.

- a) These terms and conditions of sale (“*Terms*”) apply to all contracts and business relationships between Nematik Exterior, S.L. (Unipersonal) or one of its affiliate companies (“**Nematik**”) and you (“**Buyer**”).
- b) These Terms apply in particular to the sale of aluminum and aluminum alloys (the “*Products*”) as described in the accompanying quotation, proposal, order acknowledgment, invoice, or other document provided by Nematik to you (collectively, the “*Contractual Documents*”).
- c) These Terms, together with the consistent terms provided by Nematik in the Contractual Documents, shall be referred to herein as the “*Agreement*” and will be the entire agreement between Nematik and Buyer on the subject of the transaction described herein and therein. Unless otherwise agreed in writing, these Terms shall also apply to subsequent contracts for the sale of Products to the Buyer in the version current at the time of Buyer's order or acceptance of our offer, without Nematik having to refer to these Terms again.

### 2. Rejection of Buyer's terms and conditions.

- a) This Agreement stipulates the exclusive terms and conditions under which Nematik will sell and Buyer will purchase the Products.
- b) Nematik does not accept and hereby rejects any and all conflicting, deviating or supplementary terms and conditions offered, proposed, published, or suggested by Buyer.
- c) Acceptance of any request for quote, purchase order, or other communication or document by Nematik or any of its affiliates is expressly limited and conditioned upon these Terms. Nematik’s subsequent performance to the issuance of any request for quote, purchase order, or other communication, or document of Buyer does not constitute assent to any terms and conditions contained or referred to therein by Buyer, unless Nematik has expressly consented in writing to their applicability. This requirement of express written consent shall apply in any case, for example even if the Buyer refers to its terms and conditions within the scope of the order and Nematik accepts the delivery without expressly objecting to the terms and conditions.

### 3. Conclusion of Agreement.

- a) An offer issued by Nematik may be revoked by Nematik at any time before it is accepted by Buyer, and will automatically expire thirty (30) calendar days after its date if Buyer has not accepted it before then unless expressly provided otherwise in the respective offer.
- b) This Agreement, and any updates, becomes effective immediately upon the occurrence of one or more of the following: (i) Buyer provides acceptance of Nematik's offer (whether by electronic or other means); (ii) Nematik accepts an order for Products placed by Buyer by written / electronic declaration (e.g. by order confirmation or by notice of collection/readiness for dispatch); (iii) Nematik commences work under the Agreement before the conclusion of a

specific individual contract; (iv) Buyer accepts delivery of Products; or (v) Buyer pays for the Products.

4. Changes in Orders.

- a) Nematik may furnish suitable substitutes for materials unobtainable because of price increases or fluctuations, priorities, regulations, unavailability, or shortages.
- b) It is the intention of the parties that commercially reasonable or necessary changes should be made upon request and after discussion.

5. Quantity and Compensation.

- a) Each order accepted by Nematik shall constitute a separate and independent Agreement under the terms herein, and shall not be construed as a requirements contract (i.e., a contract under which Nematik agrees to provide the Buyer an indefinite amount of Products requested by Buyer) unless otherwise expressly agreed upon in writing by both parties.
- b) Neither Buyer's acceptance of Nematik's offer nor any conduct by Nematik (including but not limited to shipment of Products) will oblige Nematik to sell to Buyer any quantity of Products in excess of the quantity that Buyer has committed to purchase from Nematik at the time of such acceptance or conduct.

6. Shipping, Delivery, Inspection and Transfer of Title.

- a) Unless otherwise expressly agreed upon in writing and signed by an authorized representative of Nematik, delivery of Products will be made EXW (Incoterms 2020).
- b) Nematik shall make its commercially reasonable efforts to meet shipping dates. Nematik reserves the right to ship Products in multiple shipments.
- c) Upon receipt of Products and without undue delay, Buyer is obliged to inspect the Products for any defects, transport damage, and identity and quantity deviations and notify Nematik immediately, (i) at the latest within five (5) working days from delivery, if any issues are detected during the inspection or (ii) at the latest within three (3) working days from detection in case of defects which were not detectable during the inspection. Failure to perform the inspection or to issue a notification of defect in due time shall exclude any liability or warranty of Nematik for the respective defect.
- d) Notwithstanding any delivery and transfer of risk of the Products, the right of ownership on the Products shall be transferred to Buyer after Nematik has received full payment of the price of the Products.

7. Payment.

The Products will be sold at the price set forth in the invoice. Unless otherwise expressly agreed upon in writing and signed by an authorized representative of Nematik, Buyer shall make full

payment for all Products within thirty (30) days of receipt of an invoice. Nematik will include on the relevant invoice—or separately invoice Buyer for—any sales, value added, or any turnover taxes or charges that Nematik is required to pay or collect from Buyer by law. Buyer agrees that if the price is not paid within the terms specified herein, then the overdue amount shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid in full or, when applicable, under no circumstance in an amount not greater than allowed by applicable law. Buyer will pay all costs and expenses (including reasonable attorneys' fees and expenses and collection agency fees, if any) incurred by Nematik in collecting or attempting to collect any past due amounts.

8. Setoff and Cross-Setoff.

Buyer may not (i) set off any amount due from Nematik or Nematik's affiliates, whether under the Agreement or otherwise, against any amount due to Nematik or Nematik's affiliates or (ii) exercise a right of retention without Nematik's prior written consent, unless the rights or claims of the Buyer on which it bases its rights are undisputed by Nematik or have been finally determined by a competent court of law.

9. Product Warranty.

- a) Nematik warrants to Buyer that, at the time of delivery, the Products will conform in all material respects to agreed-upon specifications, and be free and clear of any and all liens, security interests, and encumbrances. In particular, any alleged defect due to the use of the Products outside of the specified ranges or based on specifications that have not been explicitly defined shall not be covered under this warranty. No specifications or other information provided by Nematik shall be considered a guarantee as to condition, unless expressly provided otherwise in writing. **NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY NEMAK INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- b) For any nonconforming Product, Nematik may, at its sole option, elect to repair or replace the nonconforming Product. Buyer's exclusive remedy for breach of warranty is repair or replacement of the nonconforming Product. In the event of failure of the remedying performance (repair or replacement), however, the Buyer shall be entitled to reduce the purchase price or to withdraw from the Agreement in accordance with statutory law.
- c) Unless otherwise agreed upon in writing, all defective Products shall be returned to Nematik or directly to the corresponding aluminum supplier without any further defects, in order for Nematik to assess the defect; failure to permit Nematik or the corresponding aluminum supplier to inspect a nonconforming Product shall void Nematik's warranty obligations. Any unauthorized use, modification, alteration, reconfiguration, repair, or change to a Product, or failure to permit Nematik to inspect a nonconforming Product, shall void Nematik's warranty obligations, unless the Buyer can prove that there is no causal connection between the Buyer's behavior as mentioned above and the damage or defect that has occurred.
- d) **BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING PRODUCTS. UNDER NO CIRCUMSTANCES SHALL NEMAK BE**

LIABLE FOR ANY DELAYS IN PRODUCTION OR DELIVERY OF BUYER OR OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO NONCONFORMING PRODUCTS. THE LIMITED WARRANTIES SET FORTH ABOVE ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

- e) The limitation of liability set forth in this section 9 shall not affect Nematik's liability (i) for injury of life, body and health, (ii) for grossly negligent or intentional breaches of duty, or (iii) for fraudulent concealment of a defect.

10. Confidentiality.

- a) As used herein, the term “**Confidential Information**” means any technical or business information of Nematik or any of its affiliates, regardless of whether such information is specifically designated as confidential and regardless of whether such information is conveyed or maintained in written, oral, graphic, physical, electronic, or other form. Confidential Information may include, without limitation, unpublished patent applications, inventions, trade secrets, know-how, show-how, processes, procedures, formulae, formulations, designs, products, drawings, materials, apparatus, methods, customer or supplier specifications or requirements, computer software and other data, technical documentation or specifications, plans, records, test results, permissions, licenses and approvals, telephone numbers, e-mail addresses, and names.
- b) Buyer agrees (i) to hold the Confidential Information of Nematik in strict confidence and to take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions Buyer employs with respect to its own Confidential Information), and (ii) not to disclose any Confidential Information or any information derived therefrom to any third party; *provided, however*, that Buyer may disclose Confidential Information to any of its affiliates who need to know such information, but only if such affiliates are advised of this Agreement and agree to abide by its terms. Buyer may disclose Confidential Information to the extent such disclosure is required by the order of any court or regulatory authority; *provided, however*, that Buyer (i) shall use diligent efforts to limit such disclosure and (ii) shall, to the extent practicable and permitted by applicable law, provide Nematik with prior written notice of such disclosure as sufficient to allow Nematik to obtain a protective order or otherwise seek to prevent such disclosure.
- c) Buyer’s obligations hereunder with respect to any Confidential Information will survive for a period of five (5) years from the last date on which any such Confidential Information was disclosed; the foregoing shall also apply after the expiration, termination or completion of this Agreement; *provided* that to the extent any Confidential Information constitutes a trade secret under applicable law, the confidentiality and non-use provisions of this Agreement shall remain in effect so long as such Confidential Information continues to be a trade secret.

- d) Personal data, defined as any information relating to an identified or identifiable natural person, shall be considered Confidential Information and shall be afforded all protections set forth herein. In addition to, and without limiting the terms generally applicable to Confidential Information, the parties agree that each shall process, apply, view and use personal data only to the extent necessary to perform under this Agreement. Neither party shall transfer or otherwise allow the use of personal data of the other party unless expressly instructed or authorized by the other party. Both parties shall comply with applicable laws and best practices relating to data privacy and data security.

## 11. Liability.

- a) UNDER NO CIRCUMSTANCES SHALL NEMAK BE LIABLE TO BUYER, WHETHER IN CONTRACT OR IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES OR PROFITS OR LOSS UNDER PURCHASES OR CONTRACTS MADE IN RELIANCE ON THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER SUFFERED BY A PARTY TO THIS AGREEMENT OR ANY THIRD PARTY, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THE SOLE OR CONTRIBUTORY NEGLIGENCE OF SUCH PARTY, ITS EMPLOYEES, ITS AGENTS, OR ANY THIRD PARTY. IN NO EVENT WILL NEMAK'S LIABILITY UNDER THESE TERMS OR IN CONNECTION WITH THE SALE OF PRODUCTS EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS AS TO WHICH THE CLAIM IS MADE.
- b) The foregoing restrictions under this section 14 shall not affect Nematik's liability (i) for injury of life, body and health, (ii) for grossly negligent or intentional breaches of duty, or (iii) for fraudulent concealment of a defect.

## 12. Termination.

- a) Either party may terminate this Agreement if the other party fails to comply with or otherwise breaches any material term of this Agreement upon thirty (30) days' written notice and opportunity to cure.
- b) If the defaulting party fails to cure such default or breach within thirty (30) days after receipt of such notice, the non-defaulting party, in addition to all other remedies available at law, may terminate this Agreement and any purchase order.
- c) Either party may terminate this Agreement immediately, or at any time thereafter, by notice to the other party, if the (i) financial situation of the other party deteriorates significantly compared to the time of the conclusion of this Agreement or (ii) other party becomes bankrupt, insolvent, or enters into liquidation, whether compulsorily or voluntarily, convenes a meeting of its creditors, has a receiver appointed over all or part of its assets, or ceases for any reason to carry on business. Notwithstanding anything herein, repeated or regular late payments by Buyer shall constitute a material breach.

d) Nemak may terminate this Agreement immediately in case of a change in the ownership or senior management of Buyer, unless interference with the legitimate interests of Nemak is not to be anticipated.

13. Accrued Liability.

Termination of this Agreement for any reason shall not release either party from any liability already accrued to the other party prior to termination or expiration of the Agreement. Such termination or expiration will not relieve a party from obligations that are expressly indicated in this Agreement to survive termination or expiration of this Agreement.

14. Relationship of the Parties.

Nothing in this Agreement is intended or will be deemed to constitute a partnership, joint venture, joint development, agency, or employer-employee relationship between the parties. Neither party shall have the right, power, or authority to make any representation or any binding agreement or arrangement on behalf of the other party.

15. Assignments.

Neither this Agreement nor any interest hereunder will be assignable by Buyer without the prior written consent of Nemak.

16. Force Majeure.

Nemak shall not be liable for any breach or failure to perform under this Agreement if such breach or failure to perform is due to an act beyond the reasonable control of Nemak, which includes by way of illustration, but not limitation, acts of God or public enemy, insurrection or terrorist act, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, without limitation, quarantine or other employee restrictions, acts of any foreign, federal, state, provincial, territorial, local, or other government, either in its sovereign or contractual capacity, fire, floods, civil disobedience, strikes, lockouts or other labor difficulty, freight embargos, inclement weather, war, sanctions, shortage or inability to secure labor or other services, raw materials, production or transportation facilities; or for delays or failures by third parties to provide supplies, components, services, parts or equipment required by Nemak to produce and deliver the Products, or any other cause or condition beyond Nemak's reasonable control.

17. Entire Agreement; Amendments.

a) This Agreement constitutes and contains the entire understanding and agreement of the parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings, and agreements between the parties, whether oral or written, regarding such subject matter, including, without limitation, any confidentiality agreement between the parties.

b) To the extent Buyer objects to any provision in the Agreement, Buyer must immediately inform Nematik so that the parties can discuss an amendment. Except as otherwise provided in this Agreement, no waiver, modification, or amendment of any provision of this Agreement, including this written form requirement, will be valid or effective unless made in writing and signed by Nematik.

18. Choice of Law.

All matters arising out of or relating to this Agreement, including non-contractual claims, shall be governed by the laws of Spain. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed by the parties with respect to this Agreement and the transactions contemplated hereby.

19. Forum.

Any legal action or proceeding arising out of or relating to this Agreement shall be brought before the competent courts in Madrid, Spain. Notwithstanding the foregoing, specific performance or injunctive relief may be sought in any court of competent jurisdiction.

20. Waiver.

A failure by either party to exercise any rights or remedies it may have hereunder shall not operate as a waiver of such rights or remedies. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach hereof. All rights, remedies, undertakings, obligations, and agreements contained in this Agreement will be cumulative and none of them will be in limitation of any other remedy, right, undertaking, obligation, or agreement of either party.

21. Severability.

If any provision of this Agreement is held to be prohibited by, invalid, or unenforceable under applicable law, such provision will be ineffective only to the extent of such prohibition, unenforceability, or invalidity, without invalidating the remainder of this Agreement.

22. Updates.

THESE TERMS MAY BE MODIFIED, AMENDED, AND UPDATED FROM TIME TO TIME AT THE DISCRETION OF NEMAK.