

EverZinc Belgium SA

General Purchasing Conditions for Products and/or Services

Last update: 2022

Each purchase made by EverZinc Belgium SA ("EVERZINC") of Products and/or Services shall be governed by these general purchasing conditions ("GTC"), to the exclusion of Supplier's terms and conditions. Supplier acknowledges and accepts the GTC and waives any other terms, whenever and in whatever forms they are provided, unless otherwise agreed in writing by EVERZINC.

A. DEFINITIONS

"Agreement": agreement on purchase of Products and/or Services between EVERZINC and Supplier, including GTC, PO, and any appendices.

"Delivery": physical delivery of Products and/or Services to EVERZINC as per the Agreement.

"Effective Date": date of signature of the Agreement.

"Force Majeure": any event beyond the control of a Party and which causes or results in default or delay in the performance by a Party of any of its obligations under the Agreement, where the event could not have been prevented, overcome or remedied by the exercise by such Party of a standard of care and diligence, including, but not limited to, fire, explosion, flood, earthquake, action of the elements, riots, natural disaster, act of God, war, blockade, revolution, radioactive or toxic contamination, pandemics or cyber-attack.

"Parties": EVERZINC and Supplier ("Party": EVERZINC or Supplier).

"Products": any good or equipment purchased by EVERZINC and supplied by Supplier, as per Agreement. "Purchase Order" or "PO": any order by EVERZINC, any agreement between EVERZINC and Supplier or any offer accepted in writing by EVERZINC.

"Services": any service purchased by EVERZINC and supplied by Supplier, according to this Agreement.

"Site": EVERZINC's site of Delivery under the Agreement.

"Subcontractors": any third party hired by Supplier to perform whole or part of Services as per Agreement. "Supplier": contracting partner of EVERZINC responsible for Delivery of Products and/or Services, according to this Agreement.

B. FORM AND SCOPE OF THE AGREEMENT

- The Agreement shall be binding upon the Parties as of the Effective Date. In case of contradictions, the following priority rule shall apply (in descending order of preference): (i) the Purchase Order, (ii) the (frame)agreement between EVERZINC and the Supplier, and (iii) the GTC.
- Deliveries shall be based on PO. In the absence of a written objection from Supplier to a PO within 5 working days following its issue, it shall be considered as accepted. Acceptance automatically implies acceptance of all conditions of the Agreement.
- Correspondence with EVERZINC needs to be dispatched by post, or e-mail to the address of EVERZINC as mentioned on the PO, with indication of the references.
- Changes to the Agreement shall be valid by written and signed confirmation from EVERZINC.

C. GUARANTEES

- Supplier shall perform the Agreement in a professional and competent manner with a degree of skill and care required by the professional practices, and in compliance with the Agreement, laws and regulations, the industrial standards and rules applicable on Site. Supplier acknowledges that it is aware of the normal conditions of exploitation and specificities of the Products and/or Services.
- Supplier shall guarantee that Products and Services (i) are conform to technical characteristics and specifications in the Agreement, (ii) Products: are ready for use, free from any lien, encumbrance or pledge, without errors or defects, with sufficient reliability and life span, conform to regulations and standards, as applicable at the time and place of Delivery, and fully suitable for use requested by EVERZINC, and, (iii) Services: are rendered correctly and following professional criteria in force at the time and place of Delivery. Above conditions are cumulative.

D. DELIVERY TERM

- As from Effective Date, Supplier irrevocably commits to deliver the Products and/or Services as per delivery dates agreed in the Agreement. Should Supplier not be able to supply according to the Agreement, it shall notify it in writing to EVERZINC and shall find a solution in agreement with EVERZINC.
- The (re)scheduling of a Delivery should always be mutually agreed by the Parties. Any rescheduling shall not release Supplier of its obligation and liabilities under the Agreement or at law.
- In case of entire or partial non-Delivery exceeding 1 month, EVERZINC may reassign the order, in full or in part, to another supplier, at Supplier's expense and risk, by notification to this effect to the latter.

E. PACKAGING

- Supplier shall take necessary measures to protect Products from any risks linked to transport. Supplier shall adapt accordingly Products' packaging and shall be liable for any damage to Products or costs borne by EVERZINC due to defective or inappropriate packing.
- Packing, marking and loading of the Products shall comply with applicable regulations (including regulations on hazardous material) and/or instructions specified by EVERZINC, at cost and risk of Supplier. Marking shall include all the information required for identifying the Products, particularly the Agreement number, EVERZINC's entity, type of Products, quantities, weights, packing number and name of the carrier.

F. IMPORT AND EXPORT LICENSES

Supplier shall be responsible for obtaining all required import/export licenses for the Products, from relevant authorities, at its own costs, and in a timely manner according to the Agreement.

G. SHIPPING AND TRANSPORT

- Supplier shall strictly comply with the shipping provisions of the Agreement. In the absence thereof, shipping will be arranged at the least expensive suitable transport mode, taking into account the Products. Supplier shall comply with any applicable regulation related to transportation, and assume costs of any loss and damage to, and caused by, the Products as a result of inadequate packaging, protection, or security.
- Supplier shall notify any delivery to EVERZINC at least 2 working days in advance, by sending via email the delivery voucher, including PO number, delivery address, name and address of Supplier, date of shipment, all markings as required by EVERZINC and all indications useful to assist reception and inspection of the Products. In the absence thereof, EVERZINC may refuse and return the shipment at the expense and risk of Supplier. A second original copy of the delivery voucher shall accompany the Products.
- Early or partial Delivery is only allowed with prior written consent of EVERZINC. Supplier shall bear all costs and risks resulting from early or partial Delivery carried out without EVERZINC's prior written consent. Such Delivery shall not be paid prior to the date of payment originally scheduled in the Agreement.
- Products shall be delivered according to Incoterms 2020 agreed by the Parties in the PO.
- If a Delivery is not made at the agreed place, or within the agreed period of time, all costs incurred to ensure Delivery shall be borne by Supplier.
- Delivery shall include receipt by EVERZINC of all documentation as stipulated in the Agreement and required by laws and regulations. Such documentation will be supplied in electronic form.

H. RECEPTION AND INSPECTION

- Quantities are invoiced based on EVERZINC's scale. Delivered quantities should not deviate more than 5% from ordered quantities. Discrepancies between Supplier's and EVERZINC's weight over 1% in average over 1 month period should be discussed between the Parties.
- Each Delivery must strictly comply with the specifications stated in the Agreement.
- EVERZINC is entitled to test the Product, or have the Product tested, at any time. The test performed by EVERZINC shall prevail and will be used in the framework of this section H.
- Should Parties disagree on the conformity of the Product, they shall cooperate in good faith in order to solve the disagreement. In case no agreement can be found within 2 days, Parties may appoint an independent expert to decide on the conformity of the Product. Costs related to the expert shall be borne by Supplier, except if the independent expert concludes that the Product is conform.
- Without prejudice to its rights under the Agreement or at law, if Products and/or Services fail to reach the requirements under the Agreement, EVERZINC shall notify it in writing to Supplier and may, at no additional cost to EVERZINC (i) reject all or part of the Products and/or Services or (ii) require Supplier to repair or to replace Products and/or Services, at Supplier's costs and in the period requested by EVERZINC, or after 7 days from the date of EVERZINC's request, take appropriate measures to arrange the same itself or through a third party, or (iii) accept all or part of the Products and/or Services against application of a corresponding price reduction, or (iv) terminate all or part of the Agreement for Supplier's fault.
- Neither the usage of all or part of delivered Products and/or Services, nor the signing of a release note, or similar document, implies acceptance of delivered Products and/or Services.
- Supplier shall react in writing within 24 hours after receipt of a written notice of EVERZINC and shall bear all costs of any replacement and/or repair of Products and/or Services, without prejudice to any rights or remedies EVERZINC may have. If after repair, Products and/or Services still fail to reach the obligations under the Agreement, EVERZINC may reject partially or totally Products and/or Services.
- Products, totally or partially rejected, shall be taken back by Supplier, at Supplier's costs, within 8 calendar days following receipt of the rejection notice and Supplier shall reimburse all sums already paid by EVERZINC in connection with rejected Products. Storage of rejected Products shall be at Supplier's expense, risk and responsibility and can never be invoked as proof of acceptance of a Delivery.
- EVERZINC is entitled to terminate the Agreement for Supplier's fault, without notice, and at no additional cost for EVERZINC, in case of material breach of the Agreement, such as Products and/or Services' supply not complying with agreed quality, quantity or timing requirement under the Agreement, any

breach of confidentiality obligation, breach of any labour, social security or tax related regulation, transfer of all or part of Products and/or Services to a Subcontractor without prior written consent of EVERZINC.

I. RISK AND TRANSFER OF OWNERSHIP OF PRODUCTS

Transfer of title and risks of Products and/or Services shall occur as per the Incoterms agreed by the Parties.

J. PRICE

- Price stated in the Agreement is fixed and not subject to review or indexation, and includes all supplementary costs such as transport, insurance, administrative costs, packaging, energy. Supplier may not unilaterally increase the price. Price increase will not be accepted unless resulting from changes in the scope and having received EVERZINC's prior written consent. In case PO fails to state a price, Products and/or Services may not, without EVERZINC's prior written consent, be invoiced at a price exceeding the price paid for the previous order.
- Each contractual quotation for zinc during the quotation period shall be converted in EUR at the mean of the official WM/Reuters 2 pm CET benchmark for the same day. The price in EUR shall be the arithmetical average of the so-converted contractual quotations.

K. PAYMENT

- Supplier shall issue an invoice, with mention of PO number, date, Supplier's full name with address, place and number of registration, VAT number and address of Supplier's bank with relevant account number. Failure to comply with the above instructions entails rejection of the invoices.
- An original shall be sent to EVERZINC's address as indicated in PO. Invoices may be submitted following EVERZINC's acceptance of the Products and/or Services. EVERZINC shall be entitled to suspend payment of invoices for Products and/or Services not delivered in compliance with the Agreement.
- Unless otherwise agreed in PO, invoices are payable within 60 days after receipt of the invoice.
- EVERZINC shall pay, by bank transfer, the undisputed invoices according to the Agreement. Disputed amounts shall be corrected by Supplier and resubmitted to EVERZINC for payment.
- EVERZINC is entitled to set off any due payment with outstanding receivable held on Supplier.

L. HEALTH AND SAFETY

- Supplier warrants that (i) Products and/or Services, material, devices and/or equipment, packing and shipping, and (ii) its employees and Subcontractors, comply with all applicable social, environment, health and safety ("EHS") laws and regulations in force at the Site, at the time of Delivery. Supplier declares that it has all permits, licenses, rights, approvals and authorizations required for the Delivery.
- Supplier's personnel (or people working under Supplier's request) shall wear adequate equipment for personal protection, which will minimize the risk of personal injuries and loss or damage at the Site. Minimum personal protective equipment required is helmet, working clothes, safety shoes and safety glasses.
- Any EHS damage caused by Supplier, shall be rectified and remediated; otherwise, EVERZINC will re-invoice Supplier for all direct and indirect costs (including fees) for necessary corrective measures.
- Supplier shall notify EVERZINC of the content of hazardous materials/substances prior to Delivery. Supplier guarantees that none of the material, devices and equipment inserted in the Site contains asbestos. In case material, devices and/or equipment contain any other hazardous materials/substance, Supplier guarantees that such harmful material, devices and/or equipment will be used in compliance with all applicable laws and standards particularly referring to health and environment.
- Parties commit to conduct their business in conformity with their respective Codes of Conduct.

M. CONFIDENTIALITY AND GDPR

- Documents and other information disclosed by EVERZINC shall remain EVERZINC's property.
- All information exchanged between Parties under the Agreement shall remain strictly confidential.
- Supplier is strictly prohibited to photograph inside EVERZINC's Site any installations or machinery, including those that were delivered or installed by Supplier. All publicity or external communication on the Agreement shall be subject to EVERZINC's prior written consent.
- Each Party shall comply at all times with the General Data Protection Regulation (EU) 2016/679 and/or any relevant national privacy legislation that applies to it in performing its obligations and exercising its rights under this Agreement ("Data Protection Laws"). Any personal data received by a Party under this Agreement, shall only be used or otherwise processed for the sole purposes of performing the Agreement.

N. SUBCONTRACTING AND REGISTRATION

- Supplier may subcontract part or all of the Agreement with EVERZINC's prior written consent. Such consent shall not release Supplier from its obligations and liabilities under the Agreement. Supplier warrants at all time the solvability, compliance with social and fiscal obligations (including reporting to competent public authorities) and technical capabilities of its Subcontractors for execution of the Agreement.
- Should EVERZINC considers that a Subcontractor is not duly performing its obligations as per the Agreement, EVERZINC shall notify it to Supplier who shall promptly replace such Subcontractor with a competent approved substitute, at no cost for EVERZINC.
- In case of (impending) loss of registration by Supplier and/or its Subcontractors during the Agreement, Supplier shall immediately inform EVERZINC in writing, who shall be entitled to suspend payment of the invoices until Supplier and Subcontractors involved present a certification from competent authorities evidencing that their restored legal status, or to terminate the Agreement without prejudice to EVERZINC's right to seek subsequent additional indemnification.

O. AUDIT

EVERZINC, or any person designated by EVERZINC, is entitled to perform audits and/or inspect the factory of Supplier to verify good performance of its obligations under the Agreement. Supplier hereby accepts to give access to its factory and necessary information for the purpose of this audit and/or inspection.

P. LIABILITY

- Supplier shall indemnify and hold EVERZINC harmless from and against all liabilities, judgments, indemnifications, losses, damages or expenses (including reasonable attorney fees) resulting from a breach or failure by Supplier, its employees or Subcontractors to perform its obligations under the Agreement.
- Supplier acknowledges his liability for all proven loss and damage caused to EVERZINC and to third parties, either resulting wholly or in part from Products and/or Services.
- Supplier shall subscribe and maintain during the Agreement suitable and appropriate insurance with a reputable and financially responsible insurance firm. The insurance shall be taken against all damages and risks related to the Agreement, including strike, riot and war and be effective from warehouse to warehouse (inland receiving works). Supplier must provide a copy of the insurance certificate, upon request.
- Supplier's insurances shall also cover all Subcontractors appointed, if any.

Q. FORCE MAJEURE

- Neither Party will be liable to the other for failure or delay to perform its obligations under this Agreement, due to Force Majeure. In case of Force Majeure, concerned Party must give notice to the other Party, within 8 days of its occurrence, stating circumstances constituting Force Majeure (with proper documentary evidence emanating from official authorities), start date, extent and likely duration of those circumstances, and measures to remedy or abate Force Majeure. After this notice, relevant obligations of concerned Party under this Agreement will be suspended for as long as Force Majeure may last.
- The concerned Party must make reasonable effort to minimize effects of the Force Majeure.
- Should Force Majeure exceed 30 consecutive days, Parties shall agree on a reasonable settlement. If Parties are unable to agree on a settlement, each Party may terminate this Agreement by written notice.

R. ASSIGNMENT

EVERZINC shall be entitled to assign its rights and duties under the Agreement to a third party who shall be exclusively bound to fulfil EVERZINC's obligations conform to the terms of the Agreement.

S. TERMINATION OF THE AGREEMENT

- Each Party may terminate the Agreement at any time, without compensation, by simple notice, in case:
 - The other Party becomes unable to pay its debts in ordinary course of business or enters into liquidation or becomes bankrupt or insolvent or is placed under control of a receiver or similar.
 - The other Party breaches its obligation(s) under this Agreement and if such failure is not remedied within 15 days following a written notice by registered letter.
- EVERZINC may terminate the Agreement at any time, for any reason, with 30 days prior notice to Supplier. EVERZINC shall pay Supplier for Services already rendered up and until date of termination.

T. MISCELLANEOUS

- Failure or delay of either Party to enforce, at any time, any terms of this Agreement shall not be considered as a waiver to enforce all terms of this Agreement.
- If any provision in the Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, such provision shall be deemed not to be part of the Agreement, and the legality, validity or enforceability of the Agreement shall not be affected. Parties shall agree in written on a new valid provision that is as close as possible to the original intention of Parties and has similar economic effect.

U. SETTLEMENT OF DISPUTES AND APPLICABLE LAW

- All disputes arising from the Agreement shall be first settled amicably by negotiations between Parties. In case no settlement is reached, the dispute shall be submitted to the competent Courts of EVERZINC's registered office, without prejudice to EVERZINC's right to select another Court.
- This Agreement shall be governed by Belgian law.