GENERAL TERMS AND CONDITIONS OF USE AND SALE

Introduction

The Website is published by STAPPERT POLSKA SP. Z O.O., whose registered office is located at 18 Antonio Gaudiego St, 44-109, Gliwice (Poland), registered in the Commercial division of the National Court Register, District court in Gliwice, under company number KRS 0000132532, holding Polish REGON number 091435460 and Polish tax identification number NIP: 9531740071, with the fully paid share capital of PLN 19,034,000 (hereinafter the "**Company**"). These general terms and conditions of use and sale (hereinafter the "**General Terms and Conditions**") apply to any order of products (hereinafter the "**Products**") placed by the customer (hereinafter the "**User**") on this website (hereinafter the "**Website**") and govern the use of the Website by Users. Products may be ordered either (i) by prior request for a quote via the Website or customer area (hereinafter the "**Quote**"), or (ii) by direct order from the online store (hereinafter the "**Webshop**"). The Website features a customer area, where the User can access information on quotes and orders (hereinafter the "**Customer Area**"). The Company determines and grants the User authorization to access the Customer Area and/or Webshop.

The General Terms and Conditions preclude the application of any other contractual document, including any User purchase orders or terms and conditions of purchase, with the exception of any Quotes or special terms and conditions of payment previously agreed between the Company and the User, as specified below. The Company reserves the right to revise the General Terms and Conditions at any time. In the event of revision, the applicable General Terms and Conditions shall be those in force on the date of the Quote request or order placement as defined in the process set out below.

1 - Purpose and term

The General Terms and Conditions in force on the date of the Quote request or online order placement shall be those published on the Website. The purpose of the General Terms and Conditions is to govern Product orders and the Website log-in procedure.

The General Terms and Conditions shall apply from the time they are approved by the User upon creation of the User's account (hereinafter the "**Account**"), for an indefinite period of time, and shall apply to all Quote requests, all orders placed on the basis of a Quote and all online orders. Either Party may terminate the agreement formed by the acceptance of these General Terms and Conditions by sending a registered letter with acknowledgment of receipt to the address stated in the Website's legal notices, subject to service of one (1) month's notice of termination to the other Party. The Company shall then delete the User's Account.

The acceptance of a Quote generated on the Webshop and/or the placement of an online order via the Webshop, after the User has selected the Product(s) from the catalog on offer (hereinafter the "**Offer**"), entails unconditional acceptance of the General Terms and Conditions. The General Terms and Conditions are read, accepted and approved by the User upon creation of the User's password in accordance with the instructions given by the Company (i.e. via the "Accept" button provided for this purpose) and are reiterated at each order placement in accordance with the order processes set out below. Only orders placed in accordance with the process set out below, confirmed by the Company and in compliance with the General Terms and Conditions, are valid.

2 - Products

The Products covered by Quotes and orders are intended solely for professionals, to the exclusion of private individuals and consumers. The Products are intended for the User's professional activity. The Company accepts no liability in the event that the User uses or disseminates a Product in breach of these General Terms and Conditions or fails to comply with the Product's intended purpose.

The Offer presents the Products displayed on the Website, within the limits of available inventories and quantities. Users agree to take note of the Product's characteristics before requesting a Quote or placing an online order and to ensure, under their sole responsibility, that the Product is suited to their needs. The Company accepts no liability in the event that a given Product is not suited to the User's needs.

Photos of Products shown on the Website are non-contractual and for information purposes only. Proposed conversions on the Website are also provided for information purposes only, as Product quantities, weights and dimensions may vary in accordance with usual margins, which the User acknowledges. The Company reserves the right (i) to alter the content of the Offer at any time, particularly in accordance with changes in inventory, and (ii) to make changes to the Products at any time without notice. Only the Products listed on a Quote or order confirmation are binding on the Company.

Products are sold, accepted and approved in the Company's factories or stores. Unless expressly provided for in a special acceptance procedure, the User shall be deemed to have referred to the checks and controls carried out by the Company, to have accepted them by way of final approval of the Products and to have discharged the Company from convening the User for this purpose. When a special acceptance procedure is stipulated, all costs incurred in this respect shall be borne by the User.

The Company's service is limited to the delivery of Products, to the exclusion of any warehousing, assembly, installation, integration, connection or control services, without this list being exhaustive.

3 - Product Machining

The Company offers Users the possibility of machining parts in accordance with the procedures published on the Webshop (hereinafter "**Machining**"). The Machining procedures published on the Webshop are exhaustive, to the exclusion of all other procedures. However, Users may submit a Quote request for Machining in accordance with specific customized procedures.

The Company reserves the right to unilaterally alter Machining options and procedures at any time without prior notice.

In some cases, the Company offers a number of cutting options for Product Machining. Note that the Company does not offer any hole threading options as part of its Machining operations. Users are notified of tolerances depending on the cutting options chosen for the Machining operation at the time the Product is ordered (hereinafter "**Tolerances**"). Therefore, when placing an order or requesting a Quote, the User accepts the possibility of variations between the machined Product ordered and the Product delivered to the User, within the limit of the Tolerances specified on the Website. The Company accepts no liability if the User makes a poor choice of cutting process or finishing process for the proposed cutting operation for the purposes of Product Machining.

Likewise, under no circumstances may a User claim any replacement or refund from or file any complaint against the Company in respect of a Product that has been machined in accordance with the specified Tolerances.

4 - Creating an Account

To create an Account, the User must complete the form available on the Website or make the necessary arrangements directly with the Company. The Company will then send the User a username enabling them to log into their Account. The User creates a password and must agree to abide by the General Terms and Conditions. The username and password (hereinafter the "**Login Details**") must be entered each time the User logs in. Login Details are strictly personal and confidential. Users are solely liable for acts performed and orders placed using the allocated Login Details, whereof the Company's logs and records shall constitute proof. If a User forgets their password, they can generate a new one via the online procedure. In the event of theft or fraudulent use of their Login Details, Users must notify the Company immediately to allow the Company to disable the Login Details and the User to generate a new password via the online procedure. The Company accepts no liability in the event of use of the Website by a third party using the Login Details assigned to the User.

Depending on the authorizations granted upon creation of the Account or at any time thereafter, the User Account allows the User to (i) view the history of orders placed with the Company, both online and offline, as well as invoices and related documents, via the Customer Area, (ii) accept or refuse Quotes sent by the Company, via the Customer Area, and (iii) visit the Webshop in order to place online orders. Each User may hold only one Account on the Website. The Account may be used by several individuals, provided they are members of the User's staff and/or are authorized by the User. The Company reserves the right to refuse the creation of an Account, at its own discretion, for the following reasons without limitation: (i) the User is not the legal representative or employee of a legal entity; (ii) the User is a private individual and/or consumer within the meaning of consumer law; (iii) the User has provided any incorrect, falsified or suspect information.

5 - Order process/Quote request

The User accesses the Offer on the Website and searches and selects the Product(s) they wish to buy. The User selects the Product and takes note of the Product's characteristics and availability as shown on the Product data sheet. The User then (i) submits a Quote request or (ii) adds the Product to their online basket if they have been authorized to access the Webshop.

A User wishing to request Product Machining must (i) submit a Quote request in one of the formats permitted by the Website or (ii) configure the Machining process by choosing, among other things, the cutting mode and finishing selected in certain cases, the origin of the materials and the packaging method for the machined Product. When configuring the Machining option for the Product, the User expressly takes into account and accepts the Tolerances specified on the Website.

In the event of a Quote request, before sending the Quote, the Company will contact the User via the contact details provided, if necessary, in order to identify the User's needs. The Website includes a feature enabling the User, via the Customer Area, to (i) accept a Quote from the Company, in which case a purchase order ("Work Order") is generated, or (ii) refuse a Quote. The Quote is valid for a specific period of time shown on the Quote. In any event, the Company reserves the right to insert additional terms and conditions on a Quote that has not yet been accepted. The Quote will then be sent to the User in writing and, if accepted, will give rise to a subsequent order in accordance with (i) the Quote and (ii) the General Terms and Conditions. Under no circumstances may the order contradict or alter the terms of the Quote. In the event of a conflict, the provisions of the Quote drawn up by the Company shall prevail over those of the General Terms and Conditions with which it forms the "Agreement".

In the event of an online order via the Webshop, the User must (i) finish selecting the Products then display the basket, (ii) fill in the required information including the delivery address, and (iii) check the summary of the Products, prices and quantities selected and, where relevant, the applicable Tolerances if Machining is

required, before clicking to submit their online order. The online order is received by the Company, which generates a Work Order associated with the General Terms and Conditions, with which it forms the Agreement. The User receives (i) an automatic email recap of the online order and (ii) an email from the Company confirming the online order (hereinafter the “Confirmation”). The online order is deemed firm, and the Agreement deemed effective as from dispatch of Confirmation by the Company, subject to the potential price variations set out in clause 9 below. Online orders for which Confirmation has been received cannot be canceled.

Irrespective of shipping costs and duties, a minimum order amount may be stipulated depending on the Product. The minimum order amount, if any, is stated on the Product data sheet. A message shall be displayed if the minimum order amount is not reached, allowing the User to add Products until the minimum order amount is reached. If the User does not wish to add further Products, an administrative surcharge is automatically added to the order to reach the minimum order amount, which the User acknowledges.

If a Product included in the Offer is unavailable, it cannot be ordered online via the Website and the User must contact the Company at the contact details provided in order to schedule subsequent delivery of the Product, for which a Work Order will be issued.

6 - Order provision/shipment

All delivery times specified by the Company are provided for information purposes only and are not guaranteed by the Company. The Company shall follow a duty of care to ensure proper delivery of the Products within the stated timeframes. However, no delay shall constitute grounds for order cancellation, price reduction or the payment of damages or late payment penalties of any kind.

Unless the Company and User agree otherwise in writing beforehand, the Company shall choose the carrier and the means of transport. Products shall be delivered to the address stated by the User on the order. Irrespective of when the transfer of title occurs, the transfer of risk shall take place when the Company hands over the Products to the carrier. The Products are therefore carried at the User’s risk, including when they are shipped free of charge or when the User contributes to the costs of transport. All transport, insurance, customs and handling operations are carried out at the User’s expense and risk.

Irrespective of the means and conditions of transport, in the event of damaged or missing goods, the User must state precise reservations on the carrier’s delivery receipt, instruct the carrier to record any damage and losses for which the carrier might be responsible and confirm such damage and losses to the carrier by registered letter within three (3) business days (Monday to Friday). In the event of missing goods, the User is not entitled to refuse partial delivery and must send a complaint.

7 - Retention of title

Wherever the Products are located, including in the User’s own stores, warehouses and premises, they shall remain the property of the Company until full payment of invoices payable in principal and ancillary amounts. Until such date, the Products may not be moved from the usual storage locations or undergo alteration or transformation without the Company’s prior written consent, and under no circumstances may the User make use of them. By express agreement, the Company may exercise its rights under this retention of title clause, in respect of any amounts owed to it, over all of its Products in the User’s possession, which shall be contractually presumed to be those that are unpaid, and the Company may take them back or claim them as compensation for all unpaid invoices, without prejudice to its right to cancel any sales currently in progress. Users agree to insure at their own expense the Products sold against all risks of loss, theft and damage, with an insurance company recognized as solvent, as from delivery and shall bear all risks arising as from the date of transfer of risk, as defined in the General Terms and Conditions.

8 - Complaints

No complaint is admissible in the event of improper use of a Product with regard to its description, purpose or rules of maintenance or use, or in the event of normal wear and tear or alteration by the User or any third party. Furthermore, no complaint is admissible regarding non-conformities in a Product that has undergone Machining if the Company has complied with the Tolerances specified to the User at time of order. In the event of non-conformities proven by the User with reference to the order, complaints shall only be accepted if sent by registered letter with acknowledgment of receipt, together with any supporting documentation proving the alleged non-conformities, and must be sent to the Company within a maximum period of seven (7) business days (Monday to Friday) following receipt of the Product by the User, failing which the complaint will be barred, without prejudice to the aforementioned notice to the carrier. The date of receipt is the date shown on the carrier's delivery receipt. No complaint filed after the aforementioned deadline shall be taken into consideration by the Company. After said deadline, deliveries shall be irrefutably deemed to be in compliance with the order and in good condition, irrespective of any complaints filed by the User. In the event of a hidden defect assessed in light of the state of scientific and technical knowledge at the time the Product is sold, a complaint must be sent promptly to the Company, within a maximum period of three (3) months, by registered letter with acknowledgment of receipt.

No Product may be returned without the Company's written approval. Where applicable, returns shall be made at the User's expense and risk within thirty (30) business days (Monday to Friday) following the Company's approval of the return. If the Company acknowledges the reported non-conformity or hidden defect and has authorized the return of the Product, the Company may, at its sole discretion and as sole compensation, excluding any other form of compensation or penalty whatsoever, (i) send a replacement Product or (ii) credit the price of the disputed Product to the User's account and/or issue a credit note for the relevant amount.

9 - Prices and order payment

The Product prices shown in the Offer are provided for information purposes only. Prices may be revised by the Company without notice, as only the prices summarized in the Confirmation are binding, subject to the potential price variations mentioned below. Product prices are exclusive of costs, including delivery costs. The Website displays the unit price, order price and any additional costs such as certificate and packaging costs, the administrative surcharge if the minimum order amount is not reached, and so on. Delivery costs and additional costs are set out in the Confirmation issued by the Company.

The prices stated in the order, from an economic point of view and in terms of foreign exchange, customs duties, value added tax and any other applicable taxes and duties, are provisional insofar as, in the event of a change in any of these items during the order fulfillment process, prices will be adjusted accordingly. Furthermore, as production of the Products is launched after the order has been recorded, and in accordance with practice on the Products' benchmark markets, variations in quantity and price may occur between the order specifications and the final quantity delivered or price invoiced, which the User acknowledges. Users therefore agree to pay the price shown on the invoice on the date of delivery.

The Company reserves the right to increase the sale price shown in the Offer by the amount of any increase in any taxes, customs duties or other levies imposed by a national or local authority, whether directly or indirectly, if such increase occurs prior to the order Confirmation date, within the limits of applicable regulations at time of sale.

The Website does not offer online payment. Payment terms are set out in the Confirmation or agreed via a separate agreement between the Company and the User. By default, order invoices are sent to the User by post, are payable within thirty (30) days from the invoice date and are paid by bank transfer using the bank details provided by the Company, unless other payment terms or deadlines have been agreed in writing

between the Company and the User, if the Company has agreed that such special terms and conditions shall apply to orders placed by the User via the Website. The order Confirmation sets out the agreed payment terms.

The Company may require a User to prove their solvency before the Account is created or the order placed or fulfilled (further to a Quote or via an online order on the Webshop). In the event of any deterioration in such solvency, the Company shall be authorized to make the fulfillment of orders, including ongoing orders, conditional upon payment in cash or provision of a satisfactory guarantee. If the User is placed under insolvency proceedings, payment in cash will be required for all subsequent deliveries.

Failure to pay all or part of an invoice by the due date shall immediately render all invoices payable, including those not yet due. In the event of disagreement regarding all or part of an invoice, only the amount contested by sending a complaint to the Company as set out in the “Complaints” clause above may be temporarily excluded from the settlement. In the event of an amicable settlement of the dispute, the outstanding amount shall immediately become due and payable to the Company.

Any late payment shall automatically trigger, as from the day following the due date shown on the invoice, a lump-sum indemnity of €40 (Article 6 of the Act of August 2, 2002 on the prevention of late payment in commercial transactions) and interest equal to the ECB refinancing rate plus 10 percentage points, without prejudice to the payability of the debt. An additional indemnity may be claimed, on the basis of supporting documentation, when the recovery costs incurred exceed the amount of the lump-sum indemnity. This clause is without prejudice to the Company’s right to seek cancellation of the sale.

10 - Website operation

The Company shall endeavor to ensure optimal access to the Website (including the Webshop if the Company has authorized the User to access it), subject to (i) security updates and (ii) technical maintenance periods. Users are advised of the technical contingencies inherent in the Internet and of the slowdowns or interruptions in access that may ensue. Furthermore, the User is solely liable for the reliability of the User’s Internet connection. As such, the Company makes no undertaking or warranty as to the permanent availability or performance of the Website or the storage of unfinished online orders in the memory. The Company has installed state-of-the-art security systems to protect User data and orders. Nevertheless, Users are advised of the risks inherent in the use of the Internet (including hacking). Consequently, under no circumstances can the Company guarantee the permanent availability, performance or security of the Website, which is provided under a best-efforts obligation.

11 - Intellectual property

The Website and its content (including but not limited to text, images, visuals, videos, data, databases, illustrations and software) are the property of the Company, as are the Company’s “STAPPERT” sign and logo. Any reproduction, representation, extraction, alteration, dissemination or use, in whole or in part, of the Website or any of its components, including the data sheets, reference numbers and illustrations of the Products comprising the Offer and the software components of the Webshop, is strictly prohibited without the Company’s express prior consent. Any unauthorized reproduction of any component of the Website, as well as any extraction of Product data sheets or other data from the Website, may give rise to prosecution for infringement, unfair competition, damage to image and other charges.

With regard to the User’s use of the Website for the purposes of creating an Account and placing orders, the Company grants the User a personal, non-exclusive, non-assignable and non-transferable right to use the Website’s features in strict compliance with these General Terms and Conditions, for the duration of validity of the General Terms and Conditions and for Poland. All other use is prohibited. The Company reserves the

right to suspend or delete the User's Account in the event of fraudulent use, whether identified or suspected by the Company, without prior notice or compensation.

12 - Personal data

The Company acts as data controller for the personal data entered by the User when using the Website (including the information contractually provided by the User for the purpose of creating and logging into their Account and placing orders). This data is also collected for security purposes to enable the Company to comply with any applicable legal and regulatory obligations. Said data may be reused for direct marketing purposes in order to offer the User products similar to the Products previously purchased by the User. The Company hereby notifies the User that data relating to the User and Product orders and deliveries is collected solely by the Company and forwarded solely to its subcontractors (including carriers in particular) for the sole purposes of fulfilling and invoicing orders. User data is stored for the term of the Agreement plus the applicable statutory limitation period. In accordance with applicable regulations, the User's data subjects have the right of access, rectification, erasure, restriction of processing, objection and data portability, subject to the requirements related to the performance of the Agreement or the Company's legal obligations. Users may exercise these rights by contacting: compliance@jacquetmetals.com, providing proof of identity. In the event of a dispute, the data subject may refer the matter to the competent supervisory authority.

13 - Liability - Force majeure

The Website is used under the User's responsibility. As such, the User is liable for damage of any kind caused to the Company, its partners or a third party through the User's or its employees' use of the Website or resulting from the disclosure of the User's Login Details. The User holds the Company free and harmless against any action or claim brought by a third party on the grounds that the User's use of the Website harms said third party or infringes their rights.

The Company performs the Agreement and operates the Website under a best-efforts obligation. The Company cannot be held liable, whether contractually, in tort (including in the case of negligence) or otherwise, for any consequential damage incurred by the User (including business losses, loss of data, profits, revenue, business, opportunities, customers or reputation, business interruption, loss of income, loss of opportunity or the cost of product substitution) resulting from the use of the Website or in the event of a breach of obligation by the Company.

The Company cannot be held liable in the event that the Product fails to comply with the legislation of the country in which it is used. Users are solely responsible for ensuring they have the right to order, import and/or use the Product in the relevant country. The Company cannot be held liable for any direct or consequential damage incurred by the User or third parties in the event of improper installation or use or in case of force majeure. Nor shall the Company be held liable in the event that the User uses the Product for a given purpose, as the User alone is liable for the choice of Product and the final purpose for which it is intended. Therefore, under no circumstances may the Company be held liable for the consequences of using a Product otherwise than for its normal purpose or use or resulting from an inappropriate choice by the User, including with regard to Machining, or for any damage resulting from the blending, handling, incorporation into another unit or set of products, transportation or storage of the Product. The Company's sales representatives are not authorized to provide consulting or study services and cannot incur the Company's liability in this respect.

In the event that the Company is held liable, its liability shall be strictly limited to the replacement or reimbursement of the returned Product pursuant to the terms of the "Claims" clause above, to the exclusion of any other compensation for direct or consequential material or non-material loss or damage. The replacement Product shall be shipped in accordance with the clause herein entitled "Order

provision/shipment". In any event, irrespective of the grounds for its liability, the Company shall under no circumstances be required to compensate non-material damage, consequential damage or damage that was unforeseeable at the time of execution of the Agreement. In respect of all types of loss or damage, the Company's liability shall be limited to the value of the Products at issue.

In the event of force majeure, in accordance with [interpretation of Polish law?], the order may be suspended, amended or canceled. It is understood that a force majeure event may under no circumstances be invoked by the User with regard to the payment of orders.

14 - Termination

In the event of a breach by the User of all or part of any of its obligations or in the event of late payment, the Company may unilaterally terminate the Agreement, without any other formality, at the end of a period of seven (7) days after sending the User formal notice to remedy said breach by registered letter with acknowledgment of receipt remaining unheeded in whole or in part. In such event, Products made available or delivered shall be returned to the Company immediately upon request, at the User's expense and risk, to which the User agrees without prejudice to any damages owed to the Company. The Company's reliance on this clause shall not affect its rights to recover accrued late payment interest and the penalties provided for in the General Terms and Conditions, without constituting full discharge of the User's obligations.

15 - Miscellaneous provisions

Users represent that (i) they have the power to bind themselves and their company under these General Terms and Conditions and (ii) they are a professional with legal capacity. Users agree to comply with (i) the laws and regulations in force relating to the exercise of a commercial activity (in particular registration and accounting, social security and tax obligations) and (ii) the regulations incumbent upon them in their capacity as professionals, including any import or export restrictions applicable to the Products.

Users acknowledge that any electronic action and communication carried out via the Website shall have the same probative value as a tangible document, including in particular orders submitted via the Website and the information entered on their Account, on the understanding that the Company archives electronic actions and communications on the Website. In the event of a dispute, the Company may validly administer proof of any request, information, order or action made, provided or carried out by the User via the User's login and transaction records, which shall constitute sole proof, which the User acknowledges.

The Company may use any supplier or subcontractor of its choice, as well as any carrier for the purposes of delivering the Products.

In the event that one or more provisions of these General Terms and Conditions are deemed invalid or unenforceable by a court of competent jurisdiction, said provision shall be held to be void, without affecting the validity and enforceability of the remaining provisions. Where necessary, the General Terms and Conditions will be adjusted to give maximum effect to their economic structure, including in the event of omissions.

The General Terms and Conditions are governed by Polish law. The Parties hereby declare their intention to seek an amicable solution to any difficulties arising in connection with the performance of the General Terms and Conditions. Failing such amicable solution, any dispute between the Parties shall be exclusively referred to the courts of Gliwice (Poland).

Date of last update: 05.04.2024