

**ROLDAN S.A. STANDARD TERMS AND CONDITIONS OF SALE**  
(Update 1/2024)

**A. Definitions.** The expressions below will have the following definitions in these Terms and Conditions:

- “the Seller” means ROLDAN, S.A. and/or its succeeding entity by whatever title;
- “the Customer” means the individual or legal entity with whom the Seller contracts for the sale of Goods;
- “the Goods” means the product that the Seller sells to the Customer in accordance with the Contract;
- “the Contract” means the contract for the sale and/or supply of Goods between the Seller and the Customer, of which these Standard Terms and Conditions of Sale form an essential part; and
- “Standard Terms and Conditions” means these Standard Terms and Conditions, which govern the Seller’s sales, whether made directly or through its agents or commissionaires. Unless otherwise explicitly agreed, these Terms and Conditions will not apply to contracts whose main purpose is not a sale or supply of stainless steel products or similar.

**B. Scope of application.** Information on prices, quantities, technical specifications, and delivery times from the Seller or its agents or commissionaires will be considered merely an invitation to the Customer to place orders, subject to acceptance by the Seller. Orders placed in response to the sending of such information, or the acceptance of said information, will not give rise to a contract; a contract will only be deemed to have been entered into when the Seller accepts the Customer’s order by means of the applicable sales acknowledgment, under the conditions set forth in said acknowledgment.

These Standard Terms and Conditions are the only terms and conditions under which the Seller sells, and they will form an integral part of the Contract, to the exclusion of any other term or condition, including those specified or referenced in the Customer order and/or other Contract documents. These Standard Terms and Conditions may only be modified with the Seller’s agreement, by means of a document signed by the Seller, and for individual cases. In addition to these Standard Terms and Conditions, the Seller may from time to time specify internal technical specifications and commercial terms regarding matters such as, inter alia, transport, minimum orders, and packaging, which the Customer may request from the Seller at any time. Details of these specifications and terms are expressly included in these Standard Terms and Conditions.

**C. Applicable terms and conditions. 1. Price.** Prices exclude any taxes or expenses relating to the sale of the Goods and their transport and delivery, as well as, where applicable, any fees or surcharges (alloy surcharges, etc.) that may be applied to the price. These amounts will be borne by the Customer, unless the applicable regulations establish otherwise or unless they are already expressly included in the price. Prices stated in quotes, estimates, or other documents issued by the Seller prior to order acceptance, or order confirmation by the Seller, are not binding upon the Seller. The definitive price will be that agreed in the Contract with the Customer, and it will be in EUROS, unless otherwise stated. Alloy surcharges or fees will be added to the agreed price, where applicable, as will any other additional fees or surcharges applicable to the price. Alloy surcharges or fees to be applied will be that of the month in which the delivery of the Goods commitment date falls, as agreed with the Customer in the sales acknowledgment. The same will apply to any other fees or surcharges applicable to the price.

The Seller may increase the price of the Goods between the date the Contract is entered into and the date of payment in the event of additional expenses that were unexpected or unforeseen at the time the Contract was entered into, including taxes, tariffs, and/or customs or tax surcharges relating to the Goods, their transport, export/import, and/or delivery. In such cases, the Customer may be charged these amounts or a proportional amount thereof.

**2. Payment and guarantees.** The price of the Goods must be paid within the agreed time period and in the agreed manner, or when no such agreement exists, to the Seller’s address, with the Customer bearing all expenses arising from the agreed payment system. If there are numerous overdue invoices with the same conditions, payments received will be applied to the invoices in order of due date, including any applicable interests and expenses on top of the invoice amount. When payment is made via documentary credit, such credit must be accepted in advance by the Seller and will be governed by the latest International Chamber of Commerce Uniform Customs and Practice for Documentary Credits. In the absence of an agreement, payment will be made prior to delivery of the Goods and will not be deemed complete until full and effective payment of the applicable amount arrives in the agreed bank account; partial payments will not be accepted. The payment method must comply with the applicable money laundering regulations.

The Seller will have the right to opt for the specific performance of the Contract, or its termination, in both cases with the right to compensation for damages suffered, in either of the following circumstances: (i) the Customer fails to comply with its payment obligations or any other obligation arising from the Contract or any other contract entered into with the Acerinox Group; and/or (ii) the Customer is in liquidation or any other kind of insolvency that prevents it from complying with the agreed terms and obligations.

If the Seller has reasonable grounds to believe that the Customer will not be able to meet its obligations arising from the Contract or those arising from any other contract entered into with the Acerinox Group, the Seller may at any time suspend fulfillment of the Contract, unless the Customer pays in advance immediately for any outstanding deliveries and other overdue payments under other contracts with the Acerinox Group, or provides the Seller with a bank guarantee or other guarantee acceptable to the Seller for said amounts. The Seller will immediately notify the Customer of any such suspension, giving the Customer reasonable time to make payments or provide a guarantee. If the Customer fails to make such arrangements within the time period stated, the Seller will have the same rights as provided for in the preceding paragraph.

In the aforementioned cases, if the Seller has already dispatched the Goods, it will be entitled to prevent their delivery to the Customer, even if the latter is the holder of a document that grants it the right to obtain said Goods. Additionally, if the Seller terminates the Contract pursuant to this clause, the Customer will automatically lose the right to sell or process the unpaid Goods, and will be obliged to follow the Seller’s instructions as to their use or fate.

The amounts owed by the Customer in payment for the Goods that are not paid on or before their due date, will accrue annual interest until effective payment is made at the maximum authorized interest rate established by the applicable legislation on late payment in commercial transactions. The Customer will also indemnify the Seller for any damages or expenses incurred by the Seller as a result of the default. Furthermore, the Customer may not offset or deduct from the amounts due to the Seller any amounts claimed from the latter, whether arising from the Contract or from any other source; the Customer may only deduct credit notes issued by the Seller to this effect.

All sales, as an essential prerequisite, will be subject to the Seller’s Commercial Risks Policy, which, inter alia, requires all sales with deferred payment to be fully covered at all times by a credit insurance or other sufficient form of guarantee previously accepted by the Seller.

**3. Delivery.** Delivery of the Goods will take place at the location specified in the Contract, or as subsequently agreed by the parties, using the transport and route established by the Seller. If no delivery location is indicated, delivery will take place at the Seller’s premises, where Goods will be made available for their delivery and/or transport to the Customer (EXW - EX WORKS). The selected commercial term will be interpreted in accordance with the latest edition of the INCOTERMS published by the International Chamber of Commerce as of the date the Contract is entered into.

The Seller may make partial deliveries, issuing an invoice for each. Furthermore, unless otherwise stated, Goods marked as “stock” material or an equivalent term, are subject to availability. Dates and periods relating to the delivery of the Goods are approximate and will not be binding on the Seller, nor will they be considered of the essence. Given the complexity of the production process of the Goods, if, despite reasonable efforts to comply with a date or time specified in the Contract, the Seller is unable to meet such a time frame, such failure will not constitute a breach of contract by the Seller entitling the Customer to terminate the contract and/or to claim any damages against the Seller. In such cases, the Seller will be entitled to a reasonable extension of the date or time, which will be communicated to the Customer as soon as possible.

If non-delivery is due to causes attributable to the Customer, the Customer must make the agreed payments as if delivery had taken place, and must also bear all the costs arising therefrom. Independently of any other rights the Seller may have under the Contract, such as the right to make use of Goods of which the Customer has not taken delivery or to terminate the Contract, the Seller may store the Goods at the Customer’s risk and expense, and may also, at the Customer’s request, insure the Goods against loss, provided in both cases that the Customer pays in advance the foreseeable costs of storage and insurance.

**4. Transfer of risk.** The transfer of risk to the Customer of impairment, damage, or loss of the Goods will take place in accordance with the INCOTERM specified in the Contract, or in its absence: (i) when the Goods are handed over to the first forwarding agent, if the Contract includes transportation of the Goods; (ii) in other cases, when the Goods are placed at the disposal of the Customer (for their delivery and/or transportation) at the Seller’s facilities, pursuant to the INCOTERM EXW – EX WORKS.

**5. Retention of title.** Notwithstanding their delivery and the passing of risk to the Customer, the Goods will remain the property of the Seller until their price is paid in full, as will any other amounts owed to the Seller by the Customer for any other item that is due and payable and has not yet been paid. Until ownership is transferred to the Customer, the Customer must store the Goods in an adequate manner and separately from the rest, and in such conditions as are necessary to protect and preserve them, without charge to the Seller. The Customer will not alter or remove any identifying marks on the Goods or their packaging, ensuring that they are clearly identified as the Seller's property. If, notwithstanding the foregoing prohibition, the Goods are transferred or processed and/or combined in any way with other products, the Seller will retain its title or the right to the resulting product or sale price, in an amount equal to the price of the Goods.

In the cases referred to in Clause 2 -i.e. (i) the Customer is in default of its payment obligation or any other obligation under the Contract; (ii) the Customer is in liquidation or any other insolvency situation; and/or (iii) there are reasonable grounds to believe that the Customer will be unable to meet its obligations-, the Seller, at its sole discretion and at any time, may require the Customer to immediately return the Goods in the Customer's possession, repossess them by the Seller's means and/or resell them. The Seller and its representatives may, at any time, gain access to the Customer's premises where the Goods owned by the Seller are stored in order to inspect or recover them. Furthermore, at the Seller's request, the Customer will take the necessary measures to protect the Seller's rights with respect to the Goods, and will inform the Seller immediately of any legal action that third parties may initiate or take with respect to the Goods and/or, as the case may be, the product resulting therefrom and/or the respective sales prices.

The rights conferred upon the Seller by this clause are in addition to, and will not in any way prejudice, limit, or restrict, any of the Seller's other rights or remedies under the Contract.

**6. Quantity and quality. Commercial Warranty.** The Seller will deliver the Goods in the quantity and quality established in the Contract, pursuant to the applicable international standards, and with the packaging established therein or, in the absence of an express provision to such effect, with the packaging used by the Seller at any given time for that type of Goods. The Customer will be responsible for the management of packaging waste and any other waste related to the material and/or used in transport. Notwithstanding the foregoing, the Goods will be subject to the Seller's internal tolerance, naming, and classification rules. In addition, the Seller guarantees that the Goods are of merchantable quality, and free from any third-party encumbrances or rights.

Provided that the scale used is approved under the regulations of the country where the Goods were produced or shipped, the weight indicated by the Seller will be valid and final. The Customer may submit a written request for a receipt or proof of weight. Unless otherwise agreed, delivery tolerances for each type and total quantity will be +/- 10% of the quantity covered by the Contract. Furthermore, any technical advice given by the Seller verbally, in writing, or through testing, before and/or during the use of the Goods, is given in good faith but without warranty. The Seller's advice does not release the Customer from its obligation to assess and test the Goods supplied by the Seller to determine their suitability for the processes and uses for which they are intended.

The Seller's Commercial Warranty will be governed by the provisions of this clause (the "Commercial Warranty"), and any other type of warranty will be excluded from the Contract. Particularly, the Seller does not warrant that the Goods: (i) are suitable for the specific uses stated or not stated by the Customer; (ii) conform to the samples supplied by the Seller, as the Contract is not a contract for sale by sample; (iii) are free from defects arising from materials, specifications, or information provided by the Customer; (iv) are suitable for use if they have not been properly handled or stored, or are processed in unsuitable machinery or conditions, or if they have undergone improper maintenance or treatment; (v) are suitable for use in the chemical or nuclear industry; or (vi) have a specific origin or manufacture.

The Customer will inspect the Goods immediately upon their arrival at the agreed destination in order to determine whether they have been damaged in transit, show any other damages, and/or whether they are of the quality, quantity, and/or weight stated in the Contract or delivery note. Any divergence or issue detected must be stated by the Customer on the delivery note or goods received note and communicated to the Seller immediately thereafter. Likewise, delays must be communicated immediately to the Seller with a brief description of the reason for the delay. Quality defects that could not reasonably have been detected on delivery must be immediately notified in writing to the Seller upon their discovery, or when they reasonably should have been discovered, and in any event, no later than three (3) months from the date of delivery. The notification must be well-founded, with a description of the reported defect.

Such notifications of defects or delays will in no way entitle the Customer to suspend or delay meeting its obligations under the Contract. Additionally, in all the above cases, the damaged or defective Goods will not be processed, and the Customer, within its obligation to mitigate any damage to the Goods, will proceed to properly store the Goods, making them available to the Seller for assessment. Otherwise the Customer will lose the right to submit a claim for such defects.

Upon receipt of the claim, if accepted by the Seller, the Seller may elect to (i) repair the defect; (ii) deliver a replacement product in the shortest possible time; (iii) reduce the price in proportion to the delay or defect in the Goods; and/or (iv) cancel the sale of the defective Goods, with each party returning its respective contractual performances. The Seller will bear the cost of transporting the Goods or replacement product; however, it will not bear any other costs such as disassembly, removal, storage, installation, or processing, or any other compensation or indemnification.

Notwithstanding the above, the Seller has the right to take reasonable time to investigate the claim and to request the evidence it deems necessary -including graphic evidence and/or samples of the Goods- from the Customer, who will cooperate diligently. If it is proven as a result of the investigation that the reported defect or delay does not exist or is not the Seller's responsibility, the Seller will be entitled to reimbursement by the Customer for the costs incurred as a result of the claim. The Commercial Warranty is limited to the provisions of this clause. The Customer is not entitled to any remedy, compensation, or legal action other than those specified in this clause (Clause 6), which absorbs and is included within the limits of Clause 7. On the other hand, this Commercial Warranty will not apply to non-prime Goods, which will have no warranty of any kind.

**7. Limitation of liabilities and claims.** The Seller will not be liable for any damages that the Customer, its customers, contractors, or other third parties may suffer as a result of the Goods and/or the acts and/or omissions of the Seller, its employees, directors, and/or representatives in connection with the Contract: (i) exceeding the amount of the purchase price of the Goods that are defective, delayed, or impacted by non-performance, excluding taxes, customs duties, insurance premiums, and other costs other than those of the Goods themselves; (ii) when they are or may be considered penalties or indirect, consequential, or pure monetary damages of any kind (including production stoppage), and/or damages for lost profits.

Furthermore, without prejudice to the foregoing, the Seller will not be liable for the failure to perform any of its obligations under the Contract, if that failure is due to an impediment beyond its control that it could not have reasonably taken into account at the time of executing the Contract or the consequences of which it could not have avoided or overcome. Nor will the Seller be liable when (i) there is a serious shortage of raw materials, spare parts, or means of transport in the market; (ii) there is a significant increase in the prices of raw materials (including energy, gas, and/or similar) in the market; (iii) circumstances occur or affect the international markets and/or the activity of the manufacturer or Seller that lead to or entail the commercial impracticability of the Contract, and/or the Contract loses the balance of its original reciprocal performance, as well as in cases of frustration of purpose.

This clause will not limit the Seller's liability towards third parties that are considered consumers (the Customer and its related companies not included) under the liability for defective products of the EU legislation (Council Directive 85/374/EEC, as amended) and the incorporation of that legislation into the law governing this Contract. This extension of liability will apply exclusively in the cases and under the conditions in which such regulations do not imperatively permit the limitation of such liability by agreement of the parties. Otherwise, the limitations set forth in this clause or in the Contract will remain fully applicable.

Without prejudice to any other time limit set out in these General Conditions, all claims arising out of the Contract or the Goods, except those made by the Seller for non-payment of the price, will expire in the legally established term, or, in any case, six (6) months after delivery of the Goods.

**8. Force majeure.** The Seller may suspend the performance of the Contract, without constituting a breach of contract, due to events that could not be foreseen, or which, if foreseen, were unavoidable and that hinder or prevent such performance, for the duration of such events. The following events, *inter alia*, are considered force majeure: (i) war, whether declared or not, civil war, riots, and revolutions, cyberattacks, acts of terrorism, piracy, or sabotage; (ii) natural disasters such as hurricanes, cyclones, earthquakes, tsunamis, floods, or destruction by lightning; (iii) explosions, fires, destruction of machines, factories, or of any other kind of facilities; (iv) epidemics and pandemics; (v) boycotts, strikes, and lockouts, production stoppages, occupation of factories or facilities; (vi) embargoes, trade restrictions or sanctions, acts of public authorities, whether lawful or not, for which the Seller has not assumed the risk

by virtue of other Contract provisions; (vii) shortage of labor, energy, or raw materials; (viii) restrictions on communications or transportation; and (xi) delays or breaches by subcontractors. In any case, an event of force majeure will be deemed to affect the Seller when it affects the company manufacturing the Goods or part thereof.

When possible, the Seller will notify the Customer in writing of the suspension of the Contract, and if the suspension lasts for more than five (5) consecutive weeks, either party may terminate the Contract upon written notice, without prejudice to the Seller's right to charge the amount for the part of the Goods dispatched to the Customer prior to Contract suspension, and to be reimbursed for any other expenses incurred in relation to the Contract prior to termination. The Customer may not claim any compensation or indemnification in any of the cases provided for in this clause.

**9. Suspension of Contract.** Without prejudice to the provisions of the previous clause, the Seller reserves the right to modify the delivery dates included in the contract, or to totally or partially suspend its performance, at any time, in the following cases: (i) a serious market shortage of raw materials, spare parts, or means of transport; (ii) a significant increase in the market prices of raw materials (including energy, gas, and/or similar); (iii) an Authority orders the stoppage of industrial activities as a result of problems in the demand for energy, gas, or other raw materials, or these Authorities impose conditions that make the manufacturer's production activity significantly more difficult or burdensome; (iv) circumstances that occur or affect the international markets and/or the activity of the manufacturer or Seller that lead to or entail the commercial impracticability of the contract and/or the contract loses the balance of its original reciprocal performance, as well as in cases of frustration of purpose.

In any of the aforementioned cases, the Seller will notify the Customer of the modification of the delivery dates or of the total or partial suspension of the performance of the Contract, which will be effective as of that moment. With this communication, both parties undertake to negotiate—in the best good faith—an amicable solution on the applicable prices or the planned delivery periods or dates, and/or other applicable conditions, depending on the change in circumstances, readjusting the balance in the contractual arrangements. If this stoppage and/or negotiation lasts for more than sixty (60) days, both parties will be entitled to withdraw from the Contract without any right to compensation or indemnification, without prejudice to the Seller's right to collect the price of the Goods already shipped and/or any expenses incurred prior to the termination of the Contract. Likewise, when applicable, the Seller must notify the Customer in writing of the resumption of Contract performance.

**10. Assignment.** The Customer may not assign, encumber, or otherwise transfer in any way the Contract or any rights or obligations arising from it, without the Seller's prior written approval. The Seller may assign, encumber, or transfer the rights or obligations under the Contract, including invoices or credit rights, to a third party at any time, without requiring the Customer's consent.

**11. Waiver of rights.** The Seller's rights in relation to the Contract will not be waived by the granting of delays or other forbearances, or by the failure to exercise any actions arising therefrom.

**12. Nullity.** If any of the clauses or terms and conditions in the Contract, in whole or in part, is held to be void or voidable for any reason under the applicable law, it will be omitted from this document without affecting the validity of the other clauses or terms and conditions, which will remain in effect.

**13. Regulatory compliance.** The Customer declares that it is not affected by economic sanctions, export controls, trade embargoes, and/or similar restrictive measures that could apply to the Contract and/or its purpose. This declaration extends to the Customer's shareholders with an ownership interest of more than 25% and its beneficial owners, its related companies and their beneficial owners, executives, attorneys, directors, and employees. The Customer warrants that the Goods will not be used, in whole or in part, before or after being processed for resale (including re-exporting to restricted countries or individuals), nor will they be used or transformed for prohibited purposes in breach of the aforementioned regulations in force at any given time. The Customer also warrants that all payments in connection with the Contract will be made through reputable banks and financial institutions that are not subject to or affected by embargoes, restrictions, or penalties imposed by the public authorities of any State or territory.

Both parties and their representatives must comply at all times with the obligations included in the Contract, and with the applicable legislation, particularly that related to money laundering and anti-corruption. The parties will comply with and respect the principles of the Global Compact initiative. These principles concern mainly the protection of human rights, minimum working conditions, environmental responsibility, and the prevention of

corruption. More information on the Global Compact initiative can be found at [www.unglobalcompact.org](http://www.unglobalcompact.org).

In the event that the Seller detects any breach of these principles or of the regulations on money laundering and/or anti-corruption by the Customer, or suspects the existence of conduct contrary to Human Rights, it may suspend or cancel the Contract without the right to any indemnification or compensation whatsoever. The aforementioned will apply in the event that the Customer, its directors, employees, representatives, or banks used, are subject to any Sanction or Trade Restriction imposed by any public or state authority.

**14. Data protection.** The applicable data protection regulations establish the Seller's obligation to provide information to any customer on the type of personal data processing that is carried out on their personal data. To this end, such information is provided in Appendix 1 of these Terms and Conditions.

**15. Information security.** In the event that communications, offers, and/or sales between Seller and Customer are carried out or formalized through computer access provided by the Customer, the Customer declares that it has adopted all the necessary technical and security measures to ensure the functionality and security of said computer access (hereinafter referred to as the "Supplier Portal"). In particular, the Customer guarantees (i) the confidentiality, integrity, and availability of the information provided by the Seller through the said Supplier Portal, as well as (ii) the non-existence and/or non-transmission through the said Supplier Portal of malware, understood, by way of example and without limitation, as viruses, Trojans, worms, ransomware, as well as any other malicious and/or hidden software, that might inadvertently transmit information or cause damage to the Seller's information systems (hereinafter, "Malware").

Likewise, the Customer undertakes to keep its Supplier Portal permanently updated, installing as many future software updates as may be necessary in accordance with the best practices and/or diligence existent in the market, or that are recommended by the contractor, supplier, developer, and/or manager of said Portal, especially those containing security patches. If the Supplier Portal has been developed exclusively by the Customer, the Customer undertakes to devote the necessary resources to ensure the preventive, corrective, and evolutionary maintenance of the same, so as to maintain a level of security in accordance with the security threats that exist at any given time. Furthermore, the Customer declares that the Seller's access system to the Supplier Portal will be restricted through the use of unique and secure credentials, applying a policy that requires the use of strong and complex passwords, as well as the application of additional security measures, such as two-factor authentication or access through a qualified digital certificate.

In order to detect, identify, contain, and respond to any Security Incident in its systems, the Customer must have mechanisms in place for monitoring and managing Security Incidents and, where appropriate, must inform the Seller immediately of all those it becomes aware of and that may affect the Seller. Such notification must be in writing and contain a brief description of the Security Incident so as to enable the Seller to take the necessary measures to contain and mitigate any damage that may arise therefrom. For these purposes, a "Security Incident" is considered to be any event or occurrence that compromises or puts at risk: (i) the confidentiality, integrity, or availability of any information transmitted by the Seller through the Supplier Portal; and/or (ii) the Seller's information systems, including both software and hardware.

The Seller will not be liable, under any circumstances, for the inability to access the Supplier Portal and/or for errors or malfunctions within the Supplier Portal, such as interruptions in communication with the server, delays in uploading and downloading files, or slow navigation on the platform. Should this affect the proper performance of the Contract, the Seller will be entitled to make the necessary adjustments to the Contract, such as updating the price or modifying the agreed delivery dates or deadlines.

For its part, the Customer will indemnify the Seller—and/or any Acerinox Group company involved—and will be liable to the Seller for all costs, expenses, sanctions, penalties, and other damages caused directly or indirectly as a result of (i) access, use, browsing, transmission, or downloading of data from or through the Supplier Portal; (ii) computer attacks that compromise or potentially threaten the security or integrity of the Seller's computer systems; (iii) the use or utilization of Malware by third parties independent of the Seller in relation to its data, computer systems, or their availability, and/or operation; and/or (iv) the Seller's use of trackers or password copying systems and/or identification methods.

**16. Jurisdiction and governing law.** Unless otherwise stated in the Contract, the Contract will be governed by and construed in all respects in accordance with Spanish common law, and the Customer hereby submits to the exclusive jurisdiction of the courts of the capital city of Madrid. The United Nations Convention on Contracts for the International Sale of Goods, established in Vienna on April 11, 1980, or any other Convention that replaces it, will not apply.

Notwithstanding the foregoing, the Seller reserves the right to take legal action in the courts of the Customer's country of nationality or residence in order to claim any outstanding amount. In such cases, the governing law will be that of the country where the claim is filed.

## **APPENDIX 1 PROTECTION OF PERSONAL DATA**

The Acerinox Group has a firm commitment to comply with regulations and, in this respect, with EU data protection legislation. According to this regulation, the processing of the personal data of our customers' contact persons and of the signatories of the contracts entered into therewith does not require the consent of the data subject, but we do have to inform them of how we process their personal data.

**a) Personal data controller.** The data controller of the contact information of the signatories, as well as those of the contact persons, will be the Acerinox Group company with which the contractual relationship is established. Details of all the Group's companies are available on the website [www.acerinox.com](http://www.acerinox.com).

Acerinox, S.A., the parent of the Group, has appointed a Group Data Protection Officer, to whom any questions concerning the processing of personal data may be directed, and whose contact details are as follows:

Calle Santiago de Compostela, 100, 28035 Madrid, Spain. Email:  
[dpo@acerinox.com](mailto:dpo@acerinox.com) - Tel.: +34 91 398 51 05

**b) Purpose of the processing and storage of personal data.** Personal data will be processed for the purpose of enabling the proper maintenance, development, and control of the contractual relationship, and for the defense of the rights and legitimate interests of the data controller. The data will be retained by the data controller for the duration of the contractual relationship and, once that relationship has expired, until the expiration of the applicable prescription periods.

**c) Legal grounds for the processing of personal data.** The legal grounds for the processing of personal data is the performance of the corresponding Contract and the legitimate interest of the controller. Therefore, if necessary for the normal performance of the Contract, legal representatives and contact persons must provide their contact information. If this information is not provided, the execution and/or performance of the corresponding Contract will not be possible.

**d) Recipients of the personal data.** Contact information may be transferred to Public Authorities and Bodies only when so required by the applicable regulations. It may also be shared with external auditors for the fulfillment of financial obligations, and to public authenticating officials in the event that the Contract is made public. Furthermore, Acerinox Group companies and third parties may access personal data exclusively for internal administrative and management purposes regarding the Contract. Some of these third parties may be located outside the European Economic Area, in which case appropriate security measures would be taken.

**e) Rights of data subjects relating to the processing of their personal data.** Data subjects have the right to access their personal data, request the rectification of inaccurate data or, where appropriate, to request deletion when the data are no longer necessary for the purposes for which they were collected. In certain circumstances, data subjects may request that the processing of their data be restricted, in which case the data will only be kept for the purpose of exercising or defending claims.

In certain circumstances and for reasons related to their particular situation, they may object to the processing of their data. In such cases, the data will no longer be processed, except when necessary to continue processing for legitimate reasons, or for the exercise or defense of possible claims. Thus, the data subject may exercise their rights of access, rectification, deletion, and limitation or opposition to the processing of their personal data, by sending a photocopy of their DNI (national identity card), or similar legally valid document accrediting their identity, and indicating which right they wish to exercise, to the address mentioned earlier in this clause. Data subjects are also informed of their right to file complaints with the respective data protection supervisory authority.