

Tata Steel's eCommerce platform – Nexus Standard Conditions of Sale (the "Conditions")

In these Conditions, the "Seller", "we", "our" or "us" means the Tata Steel company which has agreed to sell the Goods, as stated in the order confirmation. A full list of the Tata Steel companies which sell goods using Nexus is available at <https://www.tatasteeleurope.com/terms-and-conditions/nexus> . Tata Steel UK Limited is the operator of Nexus.

In these Conditions,

"Buyer" or "you" means the person ordering the Goods (as defined below). Other terms used in these Conditions are defined below.

You should print and retain a copy of these Conditions for future reference.

1. ORDERING GOODS AND FORMATION OF CONTRACT

1.1 We may from time to time publish prices of certain goods available for sale on Nexus <https://www.tatasteeleurope.com/nexus> ("Nexus"). The publication of such goods and prices will not constitute an offer and we reserve the right, without notice and in our absolute discretion, to amend or remove any details relating to any of the goods at any time.

1.2 You may make an offer to purchase any goods published on Nexus by selecting the items which you wish to purchase and submitting your selection by following on-screen prompts on Nexus.

1.3 This process will allow you to check and amend any errors before submitting your order to us. Please check the order carefully before submitting it. You are responsible for ensuring that your order is complete and accurate.

1.4 We may accept your offer by sending an order confirmation through the ordering portal on Nexus and/or by email.

1.5 A legally binding contract for the sale of the Goods identified in the order confirmation (the "Contract") shall be formed when we send you the order confirmation. The Contract shall be based on the details for the Goods recorded in the order confirmation and shall incorporate these Conditions.

2. TIME OF DELIVERY

2.1 Dates or periods for delivery are approximate and are given for information purposes only and shall under no circumstances be essential terms.

2.2 A delay in delivery, including delivery later than the date or dates advised on Nexus, shall not constitute a breach of contract and shall not entitle the Buyer to avoid the contract or to any other remedy.

2.3 Should the manufacture, processing or delivery of any of the Goods be prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strikes, lock-outs, industrial dispute, shortage of raw materials or fuel (notwithstanding that the Seller has taken all reasonable steps to procure such raw materials or fuel), shortage of labour, breakdown or partial failure of plant or machinery, cyberattack, late receipt of the Buyer's specification or other necessary information, acts, orders or regulations of governments, decisions or directives of the Commission of the European Communities, delay on the part of any agent, sub-contractor or supplier, or any cause whatsoever beyond the reasonable control of the Seller or any of its associated companies concerned with the manufacture, processing or delivery of the Goods then, the time for delivery of the Goods shall be extended for a reasonable period.

2.4 If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not fulfil your order. If you have already paid for the Goods, we will refund you those monies paid including any delivery costs charged as soon as practicable. This shall be the Buyer's sole remedy.

3. CANCELLATION OF DELIVERY

3.1 If delivery of any Goods is likely to be delayed by reason of any of the causes or events referred to in Condition 2.3, and:

3.1.1 the Buyer shall not have collected or taken delivery of the Goods; and

3.1.2 the delay is likely to continue for so long that the Buyer will need to acquire substitute Goods from a source other than the Seller; and

3.1.3 the Buyer shows to the reasonable satisfaction of the Seller that the conduct of the Buyer's operations is likely to be seriously affected by the likely delay in delivery of the Goods or that the Buyer is in peril of being in breach of a contractual obligation to a third party as a result of such delay, then the Seller shall at the request of the Buyer agree to the cancellation of the delivery of those Goods. The Seller shall have no liability to the Buyer in relation to the sale of such Goods subject to the obligation to refund as soon as practicable to the Buyer the full amount of any payment received by the Seller for the Goods including any delivery costs.

3.2 If any of the causes or events referred to in Condition 2.3 give rise to, or are likely to give rise to, a delay in delivery greater than 30 days, the Seller shall be entitled to cancel delivery of those Goods

and shall have no liability to the Buyer in relation to the sale of the Goods subject to the obligation to refund as soon as practicable to the Buyer the full amount of any payment received by the Seller for the Goods including any delivery costs.

4. MEANS OF DELIVERY

4.1 We do not currently deliver to addresses outside of Europe. You may place an order for Goods from outside Europe, but this order must be for delivery to an address in Europe.

4.2 The method of carriage available to you shall be specified on Nexus and your selection shall be incorporated into the Contract.

4.3 If the Contract provides that the Buyer shall collect the Goods from the Seller or sub-supplier site or if the Contract makes no provision about delivery, then the Buyer shall collect the Goods without delay after being notified by the Seller that the Goods are ready for collection. If the Goods are not collected by the Buyer, within 3 days of being so notified, the Seller may despatch the Goods itself at the Buyer's expense and risk (if an address for delivery of the Goods has not been specified by the Buyer or is invalid, to such address of the Buyer as the Seller may in its discretion decide) or store them at the Buyer's expense and risk, in which case the Goods shall be deemed to have been delivered.

4.4 The Seller reserves the right to charge to the Buyer any costs, charges or expenses incurred by the Seller, including, without limitation, any costs, charges or expenses incurred as a result of storage of the Goods or vehicle detention, in each case, in consequence of any act or omission of the Buyer, or its servants or agents, including any failure of the Buyer to accept delivery of the Goods, or as a result of any special requirement or stipulation not set out in the Contract.

4.5 Where the Contract provides for delivery of the Goods elsewhere than at the Seller's site or the site of one of the Seller's sub-suppliers, the Seller will consider a claim by the Buyer in respect of loss or damage in transit only if the Buyer:

4.5.1 gives notice to the Seller within 21 days after receiving an advice note or other notification of the despatch of the Goods from the Seller or sub-supplier, in the case of loss, or within 7 days after delivery of the Goods in the case of damage; and

4.5.2 where the Goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.

5. SPECIFICATION AND STANDARDS

5.1 Subject to the provisions of these Conditions, Goods supplied by the Seller will, at the date of delivery, comply with any specification and standard specified in the Contract.

5.2 Any images of the Goods on Nexus are for illustrative purposes only. Similarly, any statement, description or other information in respect of the Goods on Nexus is for information purposes only and should not be relied on unless incorporated into the Contract.

6. WARRANTIES

6.1 Any condition, warranty, statement or undertaking as to the quality of the Goods or their fitness or suitability for any purpose however or whenever expressed or which may be implied by statute, custom of the trade or otherwise is hereby excluded, except to the extent such exclusion is prevented by law.

6.2 Without prejudice to the foregoing, no statement or undertaking contained in any national Standard, National edition of a European Standard, ISO Standard, or other standard or technical specification as to the suitability of the Goods for any purpose shall give rise to any legal liability of the Seller, except to the extent such exclusion is prevented by law. The Buyer shall satisfy itself that the Goods are suitable for any product or application for which they are to be used before the Goods are incorporated into such product or application.

7. ACCEPTANCE OF GOODS

7.1 Notwithstanding Condition 4.5.1, the Buyer shall be deemed to have accepted the Goods and that the Goods comply with the Contract unless:

7.1.1 in the case of a defect in the quality or state of the Goods (as against any specification or standard provided for in the Contract Documents) or the Goods otherwise not complying with the Contract, which defect or non-compliance was apparent upon careful inspection or reasonable testing of the Goods (or would have been had a careful inspection or reasonable test been carried out), the Buyer gives the Seller a notice specifying such defect or non-compliance within 21 days after receiving the Goods and in any event prior to their use or re-sale and, after doing so, gives the Seller a reasonable opportunity to inspect or test the Goods before they are used or resold; or

7.1.2 in the case of a defect in the quality or state of the Goods (as against the specification or standard provided for in the Contract Documents) or the Goods otherwise not complying

with the Contract, which defect or non-compliance was not apparent upon careful inspection or reasonable testing of the Goods (or would not have been had a careful inspection or reasonable test been carried out), the Buyer gives the Seller notice specifying such defect or non-compliance immediately upon discovering it and in any event not more than 12 months after receiving the Goods and, after doing so, gives the Seller a reasonable opportunity to inspect the Goods. The Buyer shall not be excused from providing such opportunity by reason only that the Goods have been incorporated into the goods or property of a third party or that the Goods are located in, upon or under the premises or land of a third party.

8. WEIGHT AND QUANTITY

8.1 Unless the Contract specifies otherwise, the Seller shall be entitled to select the basis on which to charge for the Goods, and such basis may include charging for the Goods on a calculated basis taking into account any usual industry standard tolerances applicable to such goods, including the weight, length, thickness, scrap loss and/or packaging of goods.

8.2 The weight or quantity of the Goods printed upon the Seller's advice or despatch note shall be final unless the Buyer shall have given notice to the Seller of any discrepancy in weight or quantity within 14 days after receiving the Goods and shall have given the Seller a reasonable opportunity to witness the weight and/or quantity of the Goods being verified before they have been used, processed or sold.

8.3 Unless the Contract expressly specifies otherwise, delivery to the Buyer of a weight or quantity of goods up to 10% less than or greater than that which the Seller has agreed to sell shall under no circumstances be a breach of contract by the Seller or entitle the Buyer to reject the Goods delivered.

9. REMEDIES

9.1 Provided that the Buyer has complied with the requirements of Conditions 4.5 and 7.1, and subject to the provisions of Condition 11, if the Goods (or any part of them) are, upon delivery, defective in quality or state or (save for discrepancy in weight or quantity) otherwise not in compliance with the Contract, then, either:

9.1.1 if the Seller and the Buyer agree, the Buyer may accept the Goods at an agreed value; or

9.1.2 if the Seller and the Buyer do not so agree within 21 days after the Buyer gave notice to the Seller under Condition 7.1, the Buyer may return the relevant Goods to the Seller upon which the Seller shall, at the Seller's option either:

(a) arrange the repair or replacement of the Goods at the Seller's expense; or

(b) repay the Buyer, or give the Buyer credit for, the invoice price of the Goods (including freight) and any reasonable transport costs incurred by the Buyer in carrying the relevant Goods from the place they were originally delivered to the Seller's site from which they were despatched or to such other place as the Seller may nominate.

10. LIMITATIONS ON LIABILITY

10.1 The undertakings in Condition 9 are given in lieu of any other legal remedy the Buyer may have (whether in contract, tort or otherwise) and shall be the Buyer's sole remedy in respect of Goods (or any part of them) being defective in quality or state or otherwise not in compliance with the Contract.

10.2 The liability of the Seller (and its associated companies) to the Buyer in respect of:

10.2.1 such defects or non-compliance; and

10.2.2 in the event that the Seller is not entitled to rely upon the provisions of Condition 10.3 below, any loss, damage or expense whatsoever incurred or suffered by the Buyer (including, but without limitation, loss of profit, revenue or goodwill) howsoever such loss, damage, or expense may have been caused (including, but without limitation, any breach of contract, negligence or breach of any duty of the Seller whatsoever), shall for all purposes (including, but without limitation, under the relevant contract and in negligence or any other tort) be limited to whichever is the lower of the cost of: (a) the repayment or giving of credit for the invoice price of the Goods; or (b) arranging the repair or replacement of the Goods in accordance with Condition 9.

10.3 Under no circumstances shall the Seller (or any of its associated companies) be liable for any loss, damage or expense whatsoever incurred or suffered by the Buyer (including, but without limitation, loss of profit, revenue or goodwill) howsoever such loss, damage, or expense may have been caused (including, but without limitation, any breach of contract, negligence or breach of any duty of the Seller whatsoever) other than may be expressly provided in Condition 9 and this Condition 10.

10.4 Nothing in these Conditions shall exclude or restrict the liability of the Seller for death or personal injury caused by the Seller's negligence or as otherwise prohibited by law.

10.5 Conditions 10.1 to 10.4 (inclusive), Conditions 6.1 and 6.2 and Conditions 17.2 to 17.4 (inclusive) shall be construed severally and as separate contract terms. These Conditions shall survive the termination of the Contract for whatever cause.

10.6 The Buyer agrees to indemnify and hold the Seller harmless from any and all claims, demands, proceedings and actions which may be made or brought against the Seller by any person, including (but not limited to) any purchaser of the Goods or any product made therefrom, arising from the use of such Goods or any products in which such Goods are used or from any infringement of any patent, trade mark or trade name, copyright and the like, or from any latent or hidden defects in the quality of said Goods or resulting products, or from the dangerous condition thereof, and the Buyer shall pay any and all costs, fees (including reasonable lawyers' fees) and expenses, judgments, awards and fines for and on behalf of the Seller as incurred or as they become due.

11. NON-PRIME GOODS

Goods sold as 'non-prime' or Goods accepted by the Buyer pursuant to Condition 9 which the Seller and the Buyer agree to be 'non-prime' are sold, to the extent permitted by law, in their actual state, as seen, without warranty and with all faults whether or not the Goods have been inspected by the Buyer prior to delivery. Any statement, specification, description or other information provided by the Seller in respect of such Goods is given in good faith but the Seller accepts no responsibility for its accuracy. Under no circumstances will the Seller be under an obligation to replace or make good such Goods or be liable for any claim whatsoever in respect of them. If the Buyer shall re-sell such Goods the Buyer shall ensure that a provision in similar form to this condition is incorporated in the re-sale agreement, unless, prior to reselling the Goods, the Goods or such part of them as the Buyer re-sells are first made to comply with a recognised specification or standard.

12. RETENTION OF TITLE

12.1 Subject to any Incoterms expressly incorporated into the Contract, risk in the Goods shall pass to the Buyer when the Goods are delivered to the Buyer.

12.2 The Seller and the Buyer expressly agree that:

12.2.1 until the Seller has been paid in full (in cash or cleared funds) for the Goods; and

12.2.2 until all other monies due or which become due from the Buyer to the Seller on any account whatsoever have been paid in full (in cash or cleared funds),

the following provisions shall apply:

(a) legal and beneficial ownership of the Goods remains with the Seller;

(b) the Buyer shall have a right to possession (but not ownership) of the Goods for the Seller and ensure that the Goods shall be clearly marked and identifiable as being the Seller's property;

(c) the Seller may recover all or any part of the Goods at any time from the Buyer if they are in the Buyer's possession and any of the events in Condition 13 has occurred and for that purpose the Seller, its servants and agents may enter upon any land or building upon or in which the Goods are situated; and

(d) the Buyer has a right to dispose of the Goods (as between it and its customers only) as principal in the ordinary course of its business with such right being terminable by the Seller giving to the Buyer notice at any time and being automatically terminated (without notice) upon the happening of any of the events referred to in Condition 13.

Each sub-Condition 12.2.1 and 12.2.2 and sub-Condition 12.2.2(b), 12.2.2(c) and 12.2.2(d) shall be construed and have effect as a separate Condition and accordingly in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.

13. TERMINATION AND SUSPENSION

13.1 The Seller shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part any or every contract between itself and the Buyer or to suspend any further deliveries under any or every contract in any of the following events:

13.1.1 if any debt is due and payable by the Buyer to the Seller but is unpaid;

13.1.2 if the Buyer has failed to provide any letter of credit, bill of exchange or any other security required by the Contract provided that in such event the Seller's rights of termination or suspension under this Condition shall apply only in regard to the Contract in respect of which the Buyer shall have so failed;

13.1.3 if any guarantee or other security for trading in respect of the Buyer's obligations under the Contract is cancelled, suspended or amended in any respect;

13.1.4 if, in the reasonable opinion of the Seller, the delivery (or any steps required in connection with the delivery) would involve a level of risk to the health or safety of any person that would

constitute a breach, or potential breach, of any legal obligation by the Buyer and/or the Seller or would be excessive or unreasonable;

13.1.5 if the Buyer has failed to take delivery of the Goods under any Contract between it and the Seller otherwise than in accordance with the Buyer's contractual rights or the Buyer is otherwise in breach of any such Contract;

13.1.6 if the Buyer becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up except where solely for the purpose of solvent restructuring or if a petition has been presented for an order for its winding up or for a receiver (including an administrative receiver) or administrator to be appointed or if any such order or appointment is made or if, being an individual or partnership, the Buyer suspends payment of his or their debts in whole or in part or if an application has been made for an interim order or a petition has been presented for a bankruptcy order or if any such order is made or if the Buyer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under any law;

13.1.7 the imposition of any new, additional or increased tax, public charge, freight, tariff or duty which may after the date of the Contract be levied on or imposed on the Goods, or upon any sale, delivery, or other action taken under or in connection with any Contract to which these Conditions apply, or upon the export or import of such goods or materials required to produce the Goods; or

13.1.8 if the Buyer fails to comply with any request by the Seller for advance payment or security pursuant to Condition 14.8 below.

13.2 The Seller shall be entitled to exercise its rights of termination or suspension under this Condition at any time during which the event giving rise to such rights is continuing and has not been remedied and, in the event of a suspension, the Seller shall be entitled, as a condition of resuming delivery under any contract between it and the Buyer, to require prepayment of, or such security as it may require for the payment of, the price of any further goods.

13.3 If the Seller is entitled to exercise its rights of termination or suspension under this Condition, the Seller shall further be entitled by notice to the Buyer to treat all sums which are then due to the Seller under any contract between the Seller and the Buyer but which are not then payable, as being immediately due and payable.

14. PAYMENT AND PRICING

14.1 The price of Goods will be quoted on Nexus at the time you submit your order. We take reasonable care to ensure that prices of goods are correct at the time when the relevant information was entered onto the system. However, it is always possible that despite these efforts some goods may be incorrectly priced on Nexus. If we discover an error in the price of the Goods you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. If we are unable to contact you, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel the supply of the Goods and refund any sums you have paid.

14.2 Payment shall be made in the currency specified in the Contract without any discount or deduction.

14.3 The price payable by the Buyer for the Goods shall be the price set out in the Contract plus any Value Added Tax and any other tax or duty relating to the sale or delivery of goods chargeable to the Seller.

14.4 The price of the Goods does not include delivery and any other charges unless expressly specified on Nexus. Typically these will be advised to you during the check-out process before you confirm your order.

14.5 The Buyer shall not be entitled to withhold payment of any amount payable for the supply of Goods or otherwise under the Contract to the Seller because of any disputed claim of the Buyer in respect of defective Goods or any other alleged breach of the Contract, nor shall the Buyer be entitled to set off against any amount payable for the supply of Goods or otherwise under the Contract to the Seller any monies which are not then presently payable by the Seller or for which the Seller disputes liability.

14.6 Unless otherwise expressly stated in the Contract, the price of each delivery (including such Value Added Tax, other tax or duty, freight and other charges) shall be paid in full and received by the Seller by no later than 30 days from the date of invoice. The Seller shall be entitled to accept a payment from a third party credit provider which has been approved by the Seller in writing as discharge of the Buyer's obligation to pay the Seller's invoice under this Condition, to the extent that

such payment covers the full amount of the invoice and is paid no later than 30 days from the date of invoice.

14.7 The Seller shall be entitled to charge interest on any sums not so paid. Such interest shall be calculated on a day-to-day basis on the amount outstanding at the rate of 8% above the arithmetic average for each day of the published base rate of the central bank for the currency in which the Goods are priced or at any higher rate as the Seller would (but for this Condition) have been entitled to charge interest under any applicable legislation. The Seller shall further be entitled to recover from the Buyer all costs incurred by the Seller or on its behalf in recovering payment of any sum not paid in full when that sum is due and payable and the Buyer shall indemnify the Seller against all such costs.

14.8 The Seller may at any time, whether before the beginning of the performance of the Contract or after partial performance thereof, require from the Buyer, partly or wholly, a payment in advance or require a guarantee acceptable to the Seller that the Buyer shall satisfactorily fulfil his obligations towards the Seller. The Seller shall be under no obligation to justify his requirement for such payment in advance or guarantee.

14.9 For the avoidance of doubt, any third party credit arrangements which the Buyer puts in place are between the Buyer and the relevant third party only. The Seller is not a party to such arrangements and shall not be liable in the event that any third party credit provider refuses or is unable to provide credit to the Buyer in relation to any contract for the sale of goods. The Buyer shall settle all invoices rendered by the Seller in accordance with this Condition 14.

15. NOTICES

15.1 A notice in respect of the Contract shall only be effective if it is in writing. Email and notices given via the Seller's electronic data interchange system are permitted.

15.2 Notices in respect of the Contract shall be sent to a party at its address specified in the Contract, provided that a party may change its notice details on giving notice to the other party of the change in accordance with this Condition.

16. ASSIGNMENT AND THIRD PARTY RIGHTS

16.1 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree to it, in advance in writing.

16.2 The Seller and the Buyer agree that if any term of the Contract purports to confer a benefit on any person who is not a party to the Contract (a "**third party**"), that term shall not be enforceable by any such third party.

17. ENTIRE AGREEMENT

17.1 The Contract constitutes the whole and only agreement between the parties relating to the subject matter of the Contract.

17.2 The Buyer acknowledges that in entering into the contract it is not relying upon any pre-contractual statement which is not set out in the Contract.

17.3 Except in the case of (i) fraud, (ii) bribery and corrupt practices, (iii) modern slavery violations (iv) breach of Data Protection Laws and/or (v) sanctions and/or export violations, no party shall have any right of action against any other party to the Contract arising out of or in connection with any precontractual statement except to the extent that it is repeated in the Contract. For the purposes of this Condition, "**pre-contractual statement**" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of the Contract made or given by any person at any time prior to the date of the Contract.

17.4 Where the Seller provides any information or advice to the Buyer in connection with the delivery of any goods, the Buyer acknowledges that the Seller does not accept any responsibility for providing inaccurate, misleading or incomplete information or advice. The Buyer acknowledges that before relying on any information or advice which the Seller or any associated company may supply, the Buyer should satisfy itself of the accuracy and appropriateness of that information or advice.

18. NO WAIVER

The rights of the Seller or the Buyer shall not be prejudiced or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach. Any variation in the terms of the Contract must be agreed in writing between the parties.

19. SEVERABILITY

In the event that, for any reason, any provision in the Contract is held to be void, unenforceable or otherwise invalid, all the other provisions of the Contract, and the remainder of any provision where the effect of some part of it is held to be void, unenforceable or otherwise invalid, shall remain fully effective.

20. GOVERNING LAW AND JURISDICTION

20.1 These Conditions and the Contract are made only in the English language.

20.2 The Contract shall be governed by and construed in accordance with the laws of country where the Seller is incorporated.

20.3 Each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the courts in the country where the Seller is incorporated.

20.4 The Buyer shall, and shall procure that its associated companies shall, comply with the requirements of the Tata Code of Conduct (which is available at www.tata.com) in its, and their, dealings with the Seller.

21. DATA PROTECTION

21.1 Seller shall keep Buyer's personal data confidential and secure and protect it, to the extent applicable, in accordance with Data Protection Laws. Seller shall only process Buyer's personal data for the lawful purpose for which it has been shared and in accordance with any instructions provided by the Buyer.

21.2 Seller's privacy statement is available at <https://www.tatasteeleurope.com/privacy-statement> and it governs the Seller's use of Buyer's personal information. It also sets out, amongst other things, the types of personal information Seller collects, the reasons it collects it, how Seller uses it, in what circumstances the Seller may pass it on to any third parties and other relevant information relating to Seller's use and/or processing of Buyer's personal information and Buyer's rights in relation to its personal information.

21.3 Seller's cookies policy is available at <https://www.tatasteeleurope.com/nexus/cookie-policy> and it governs Seller's use of cookies and similar technologies on Nexus. It sets out, among other things, the types of cookies Seller uses, the purposes for which it uses them, the circumstances in which Seller may place cookies on Buyer's computer, device or browser, and other relevant information relating to cookies, such as how to change preferences to accept or reject cookies.

21.4 Buyer agrees to the Seller processing its personal information in accordance with Seller's privacy statement (as amended or updated from time to time), and Buyer consents to Seller's use of cookies in accordance with Seller's cookies policy (as amended or updated from time to time).

21.5 If Buyer has any queries regarding the Seller's data protection policies, then it should email dataprivacy@tatasteeleurope.com.

22. COMPLIANCE WITH LAWS AND POLICIES

22.1 The Buyer warrants that it shall at all times and at its own expense adopt good ethical behaviour, comply with all applicable Law (including but not limited to anti-corruption and export control legislation) and not commit or facilitate the committing by another person of any offences of fraudulent evasion of tax or cheating the public revenue, regardless in each case whether the tax is payable in a foreign jurisdiction to that of the governing law, and ensure that they do not do or cause to be done any act or omission that may cause the Seller to breach any applicable Law (including but not limited to anti-corruption and export control legislation) or commit an offence of facilitating a fraudulent evasion of tax or cheating the public revenue.

22.2 The Buyer undertakes not to re-export any Goods without the requisite export licence or other necessary authorization(s) from the relevant body of the United Nations or other similar international organization, the relevant government authorities in the country of origin and/or the original country of export and re-export, and the Buyer shall be responsible for obtaining such licence and the Buyer shall bear all related costs arising therefrom. The requirement for the Buyer to obtain a licence for the Goods may vary depending on the country of destination, the end user, the end use and other factors. Upon request from the Seller, the Buyer shall furnish the Seller with copies of all documents relating to such re-export. The Buyer undertakes that:

22.2.1 the Goods, or any replica of them, or any information or assistance furnished by the Seller to the Buyer in relation to the Goods will not be used for any purpose in the design, development, production, stockpiling or use of chemical, biological, nuclear, or other weapons, or missiles capable of delivering such weapons, or in any nuclear explosive activity or unsafeguarded nuclear fuel cycle;

22.2.2 the Goods will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes identified in Condition 22.2.1 above;

22.2.3 the Goods will not be re-exported or otherwise re-sold or transferred to a destination, person or entity subject to UN, US, UK, EU or OSCE embargo or sanctions if it is known or suspected where that act would be in breach of the terms of that embargo or sanctions. In the event the Goods include (but not limited to) strategic goods, dual-use goods, military goods, materials licensable or controlled, end-use controlled goods, and/or goods subject to sanctions or similar, the Buyer will be responsible

for all requisite licences and/or other necessary authorisation(s) from the relevant body in relation to said Goods and import, export, and/or re-export of the Goods.

Neither party shall be liable and there shall be no breach of the Contract if any government export authorization is delayed, denied, revoked, restricted or not renewed despite reasonable efforts by the party. Except (i) as otherwise agreed in writing between the Buyer and the Seller or (ii) explicitly set out herein, each party shall be responsible for obtaining and maintaining any authorisation required for its performance under the Contract (including, as may be the case, the transfer of any item or technical data under this Contract), such as export license, import license, exchange permit or other required government export or import authorisation.

23. CONFIDENTIALITY

The Buyer undertakes that it shall not at any time disclose to any person any confidential information concerning the Seller including but not limited to information relating to its business and in particular the pricing of any products including but not limited to the Goods. The Buyer may disclose the Seller's confidential information: (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with the Contract. The Buyer shall ensure that its employees, officers, representatives or advisers to whom it discloses the Seller's confidential information comply with this Condition 23; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided that to the extent legally permitted it notifies the Seller in advance. The Buyer shall not use the Seller's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

24. TRADE ACTIONS

Upon any imposition on the Goods by the country where the Goods are to be supplied to under this Contract of quotas, tariffs, duties or other trade measures, Buyer agrees that it shall be liable for any and all additional costs as a result of any measures currently in place or applied in the future and, to the extent applicable, the Buyer shall reimburse the Seller in full on demand for any such costs. Notwithstanding the proceeding sentence, Seller may terminate any Contract in whole or in part at any time to the extent that the Goods to be supplied are or become subject to any such trade measures.

25. DEFINITIONS

In these Conditions, unless the context requires otherwise:

"associated company" means, in relation to the Seller or the Buyer, a company:

- (a) which holds or controls, directly or indirectly through another person, entity or otherwise, more than half of the shares in the Seller or the Buyer; or
- (b) in which any such company or the Seller or the Buyer holds or controls, directly or indirectly through another person, entity or otherwise, more than half of the shares,

and **"associated companies"** means all of them.

"Data Protection Laws" means Directive 95/46/EC, as transposed into the domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the EU, and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force.

"Goods" means, in relation to each Contract, the goods identified in the relevant order confirmation as being sold by the Seller to the Buyer and all obligations of the Seller (and its associated companies) in connection with the sale of these goods, including but not limited to design, manufacture, insurance, delivery, testing and installation (in each case to the extent applicable) and all references to 'delivery of the Goods' shall be construed, where the context permits, to include a reference to performance of all such obligations.

"Law" means any legislation (primary or secondary), order, directive, or other legal or regulatory requirement in any relevant jurisdiction, from time to time.