

GENERAL PURCHASING CONDITIONS

In these General Purchasing Conditions, the term “the Buyer” refers to Graftech Ibérica S.L. and the term “the Seller” or, if applicable, “the Contractor” refers to the natural or legal person who deals with Graftech Ibérica S.L.

I - PURCHASE AGREEMENT

The Purchase Agreement consists of the following contractual documents in descending order of priority: the Order, its Special Conditions, these General Purchasing Conditions, any other documents referred to and attached to the Order, and the Order Acknowledgement. In the event of any inconsistency between these documents, the higher level document shall prevail for the obligation in question. In the event that any of the foregoing clauses is invalid or unenforceable by virtue of any law, rule or other general principle, it shall not invalidate the entire Purchase Agreement, which shall remain in force.

The Seller/Contractor shall return the Order Acknowledgement to the Buyer within fifteen days of receipt of the Order. Buyer rejects any new or different terms in the Order Acknowledgment, or otherwise, proposed by Seller/Contractor that are not specified in, or inconsistent with, the Order or its Special Conditions or these General Purchasing Conditions.

II - PRICES, PAYMENT TERMS AND INVOICES

The Seller/Contractor shall invoice the goods/services at the price stated on the Order or, if no price is stated, at the ordinary market price. All amounts are in Euros unless otherwise stated. The Seller/Contractor shall not charge for packing, fuel, transportation or other costs unless otherwise specified on the Order or its Special Conditions. The Seller's/Contractor's prices include customs duties and related governmental charges for importing or exporting the goods/services, unless otherwise specified on the Order or its Special Conditions. Seller/Contractor shall not be compensated for overtime unless specifically requested or authorized in writing by the Buyer.

The Buyer shall pay the Seller's/Contractor's undisputed invoices within the time specified on the Order or its Special Conditions, up to the limit of 60 days after the receipt of the invoice, as specified by applicable law. The Buyer may suspend payment if Seller's/Contractor's invoice is mistaken or does not conform to the Buyer's billing instructions, until the correct invoice is issued

III - DELIVERY

The trade terms used by the Buyer and the Seller in the Order or its Special Conditions shall have the meaning given to them in the latest edition of INCOTERMS published by the International Chamber of Commerce. The transfer of ownership and the transfer of risk shall take place on arrival at the Buyer's premises, unless otherwise specified in the Order or its Special Conditions.

If the Buyer indicates on the Order or its Special Conditions the date on which the goods are to be delivered or the services are to be provided, this date shall be considered firm, and the Seller/ Contractor expressly undertakes to respect this delivery or performance date and to otherwise notify the Buyer immediately. If the goods are not delivered in full by the date specified in the Order, the Buyer may, as of right and without prior notice of default, either refuse to accept the goods and cancel the Order or, if the Seller indicates that it is able to deliver the goods, to require Seller to do so immediately and without delay, and using the quickest means of transport, it being understood that any additional transport costs shall be borne by the Seller. All deliveries of goods must be accompanied by a delivery note made out in the name of the Buyer and bearing the order number. A dispatch note must be sent as soon as possible and, at the latest, the day before the goods are dispatched.

To the extent specified in the Order or its Special Conditions, any delay in delivery or in the provision of the goods/performance of the services will result in a delay penalty, without prejudice to any other rights or remedies available to Buyer, including the Buyer's right to claim compensation for the damage caused to it.

IV - IDENTIFICATION

The goods shall be identified in accordance with the Buyer's instructions and packed in accordance with the Buyer's or carrier's requirements. Goods considered as dangerous or whose handling (export, import, etc.) is otherwise regulated by the applicable law shall be marked by means of an appropriate notice on all containers and related documents. Any loss or damage resulting from failure to comply with these conditions will be for the Seller's account.

V - PACKAGING

Unless otherwise agreed, containers, crates, etc., will be provided by the Seller free of charge. At the Seller's request, the packaging material will be returned at the Seller's expense.

VI - SPARE PARTS

The Seller will ensure that spare parts necessary for the maintenance and repair of the goods are available to the Buyer for a period of ten years.

VII - QUALITY - STANDARDS - WARRANTY

Notwithstanding the legal guarantee which shall remain due in any event, the Seller guarantees the goods for a minimum of three years against any defect, including any defect of conformity, whether apparent or hidden from the date of first use or commissioning of the goods upon receipt. A lack of conformity shall mean any defect that renders the goods unfit for the use usually expected of similar goods, including a lack of conformity with the description given by the Seller or a lack of quality that the Buyer was legitimately entitled to expect based on the Seller's representations. The fact that the goods sold do not meet the characteristics defined by mutual agreement between the Buyer and the Seller or their inability to satisfy a specific use stated by the Seller and accepted by the Buyer shall also be considered a lack of conformity.

The Seller/Contractor shall also ensure that the goods and services (including their manufacture, transportation, delivery, sale or other handling) comply with applicable laws, including health and safety rules, with the applicable Spanish or international standards, as well as with the Buyer's standards, drawings, samples, specifications, requirements, operating conditions or as otherwise identified in the Order or its Special Conditions.

VIII - TESTING - INSPECTION - REJECTION

a) Depending on the importance of the goods to the Buyer's operations or to the manufacture of its products, inspection and/or testing may be carried out by the Buyer at the Seller's premises when deemed necessary by the Buyer in its sole discretion.

b) All goods and services shall be subject to inspection and approval by the Buyer at the Buyer's premises within a reasonable time after delivery of the goods or completion of the services. Notwithstanding the rights available to the Buyer under Clause VII of these General Purchasing Conditions, the Buyer may reject goods or services which do not conform to the Purchase Agreement or the Seller's warranties.

c) Rejected goods may, at Buyer's option, be (i) returned to Seller at Seller's expense for reimbursement to Buyer at full price plus any costs associated with the return; (ii) scrapped by Buyer, with Seller's consent, and at Seller's expense, in which case Buyer shall be released from all payment obligations and liabilities relating to the goods; or (iii) replaced by Seller at Seller's expense.

d) If any services do not fully comply with the Purchase Agreement, the Contractor shall, at the Buyer's option, (a) promptly re-perform the services at the Contractor's expense or (b) refund to the Buyer the full price of the services which do not fully comply with the Purchase Agreement.

The rights and remedies in this section are not exhaustive and do not limit the rights and remedies of the parties under the Purchase Agreement or at law. The phrase “at Seller/ Contractor's expense” shall include, but not be limited to, costs of replacement, disassembly, repair, assembly, transport, labor, travel, tests and adjustments.

IX - QUANTITY

Goods delivered in excess of those ordered may be returned at the Seller's expense.

X - CONTRACTORS

Seller/Contractor must obtain prior written authorization from Buyer for any activity requiring the engagement of any employees, agents or subcontractors of Seller/Contractor relating to the goods or the performance of services or occurring on Buyer's premises. The Seller/Contractor assumes sole and exclusive responsibility to the Buyer for all acts or omissions by such employees, agents and subcontractors, even if the Buyer has provided them with advice or instructions. While on Buyer's premises, Seller/ Contractor and its employees, agents and subcontractors will (i) abide by Buyer's rules and regulations governing contractors and suppliers including those related to safety, as well as Buyer's Code of Conduct and Ethics for Suppliers and Contractors, which will be provided to Supplier upon request and is otherwise available on Buyer's public website (“GrafTech's Code of Conduct”); and (2) take all necessary or advisable precautions to prevent injury to person or property. Services of Seller/ Contractor, its employees, agents and subcontractors will be provided by individuals possessing the skills, knowledge and experience required to perform this type of services.

XI - INSURANCE

If the Order provides for services to be performed by the Seller/ Contractor on land or facilities owned or used by the Buyer, the Seller/ Contractor shall be solely responsible to its employees for the work, for the costs and obligations resulting for it from social legislation, especially with respect to work accidents. The Seller/ Contractor shall also take out and maintain at its own expense, until the final acceptance of the work by the Buyer: (i) a policy covering its civil liability for sums recognized as sufficient by the Buyer in the event of injury or death caused to the Buyer's personnel or to third parties, or in the event of damage caused to things belonging to the Buyer or to third parties, and (ii) such other insurance required by applicable law or specified in the Special Conditions.

XII - INDEMNIFICATION

Seller/Contractor shall defend, indemnify and hold harmless Buyer, its officers, agents and employees, from and against any and all claims, actions, liabilities, losses, royalties, damages or expenses (including reasonable attorneys' fees):

- (a) arising out of any actual or alleged infringement of any intellectual property rights by the purchase of goods, use or sale of any goods or services sold or provided to the Buyer;
- (b) arising out of any death, injury, illness or disease to any person, or damage to any property, or any other damage or loss suffered by any person, arising or alleged to arise in whole or in part from:
 - i) any actual or alleged defect in the goods;
 - ii) services rendered, including services performed in connection with the goods;
 - iii) any actual or alleged defective manufacture, construction, installation or production of the goods; or
 - iv) failure of the goods or services to conform to the Seller's/Contractor's specifications or any warranty;
- c) any actual or alleged breach of the Seller's/Contractor's conditions, warranties and representations in the Purchase Agreement or otherwise in the sale of the goods or performance of the services;
- d) any actual or alleged breach in the manufacture, possession, use or sale of the goods of any law, rule, order or regulation, except claims based solely and directly on the Buyer's alteration or modification of the goods; or
- e) the loss, destruction or damage to any tools, equipment or other personal property of the Contractor, any subcontractor of the Contractor, or any of their employees or agents, however caused.

XIII - CONFIDENTIALITY - THIRD PARTY RIGHTS - INDUSTRIAL PROPERTY

Seller/Contractor shall not without the Buyer's prior written agreement disclose to any person other than the Seller/Contractor's employees on a need-to-know basis, or use or exploit for any other purpose than to perform its obligations under or in connection with the Purchase Agreement, the existence and the content of the Purchase Agreement or any confidential information concerning the business, affairs, customers or suppliers of the Buyer, except as set forth in this Clause. Likewise, all plans, drawings, sketches, plates, tools, sketches, manufacturing diagrams, models, notes, and in general all documents and information, written or verbal, communicated to the Seller/ Contractor or any person acting on behalf of the Seller/Contractor by the Buyer, its employees and agents shall be considered strictly confidential. Seller/Contractor shall restrict access to the Buyer's confidential information to the maximum extent and shall take all possible measures to protect the Buyer's confidential information. If Seller/Contractor involves employees, agents, sub-contractors or other third parties, Seller/Contractor shall ensure that such persons are subject to written confidentiality agreements that provide at least the same scope and standard as this Clause.

The Seller warrants that the goods delivered to the Buyer are free from any third party rights, in particular from any intellectual or material property rights. The Seller/ Contractor undertakes to protect the Buyer and to take responsibility for any claim, complaint or action brought against the Buyer, as well as to fully indemnify the Buyer for any costs, losses, direct or indirect damage suffered by the Buyer as a result of the existence of third party rights in the goods delivered by the Seller or in the services provided by the Contractor. In particular, in the event that the Buyer is the subject of an infringement action, the Seller/ Contractor shall intervene in the proceedings to take over, at its exclusive expense, the defense against such action as well as all payments or transactional indemnities which would be the consequence thereof. In the event that the Buyer is prohibited in such action or proceeding from using any goods delivered in fulfillment of the order, the Seller shall, after agreement with the Buyer and as soon as possible, either 1) obtain the release of the prohibition and provide the Buyer with the right to use such goods without obligation or liability; 2) replace such goods with non-infringing goods, all at its sole expense and to the satisfaction of the Buyer; or 3) remove such goods at its sole expense and reimburse the Buyer for any payments made.

All plans, diagrams, drawings, sketches, dies, models, tools, plates, etc., prepared or manufactured by the Seller/ Contractor for the Buyer and paid for by the Buyer, including all related intellectual property rights (including in relation to reproduction and modification), shall be the property of the Buyer.

XIV - PERSONAL DATA

Insofar as the Seller/Contractor and/or the Buyer process personal data of representatives or employees of the other party for the purposes of the Purchase Agreement, the parties are each independent data controllers and further agree to comply with applicable regulations on personal data protection, including with respect to any international data transfers. The parties shall process and keep the data for as long as the contractual relationship remains in force and, once it is terminated, the data shall be kept duly blocked for the sole purpose of meeting any possible legal liabilities that may arise from the relationship between them. No further communication of the aforementioned personal data is foreseen other than that required by the regulations in force. In the event that international data transfers outside the EEA take place, the controller shall have in place adequate international data transfer mechanisms such as the EU standard contractual clauses.

The parties inform each other of the possibility of (i) exercising, among others, their rights of access, rectification, deletion, limitation and portability by contacting the registered office indicated in the Order or its Special Conditions and (ii) submit a complaint before the competent supervisory authority.

If the performance of the Purchase Agreement by the Seller/Contractor would require the Seller/Contractor to process personal data on behalf of the Buyer, the Seller/Contractor and the Buyer agree to enter into a data processing agreement before the Seller/Contractor processes such personal data on behalf of the Buyer.

XV - FORCE MAJEURE

Neither Party shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, governmental order or regulation, and/or any other occurrences beyond the reasonable control of the Party so defaulting or delaying. The Party whose performance is prevented by any such occurrence shall notify the other Party in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full details of the occurrence and expected delay, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other Party of the cessation of such occurrence. Buyer shall make no payment to Supplier for any expenses incurred by Supplier by reason of such default or delay. If Supplier cannot remedy the delay within a reasonable time, the Buyer may cancel the Contract in whole or in part without liability hereunder.

XVI - ASSIGNMENT - TERMINATION

Any assignment of the Purchase Agreement by Seller/ Contractor, in whole or in part, without the prior written consent of the Buyer shall be null and void.

Unless otherwise provided in the Order or its Special Conditions, the Buyer may terminate the Purchase Agreement for any reason at any time without cause upon at least 5 calendar days' written notice to the Seller/Contractor. In such event, the Buyer's liability shall be limited to payment of the Termination Price, as defined below, less any payments previously made by the Buyer with respect to the terminated goods and/or services. The Termination Price with respect to services shall be comprised of the following: (i) the actual costs incurred by Contractor, through the date of termination, for the time its labor was employed in the performance of the services and for the materials used or incorporated in the services, or (ii) for services that are not charged on a time and materials basis, a *pro rata* amount of the price of such services based on the percentage completion of the services through the date of termination. The Termination Price with respect to the goods shall be the actual net cost incurred by Seller in good faith prior to Seller's receipt of the termination notice. In no event shall the Termination Price exceed the price of the goods or services so terminated.

In addition, the Buyer may terminate the Purchase Agreement immediately upon written notice to the Seller/Contractor due to the Seller/Contractor's failure to comply with its obligations under the Purchase Agreement or the rules, applicable health, safety and environmental rules, laws and regulations, including the Buyer's rules thereunder, or applicable anti-corruption rules, laws and regulations, without penalty, liability or other obligation on the part of Buyer. In the event of a termination for cause, in addition to any other rights and remedies of the Buyer under the Purchase Agreement or at law, the Buyer may procure goods/services to replace those terminated and the Seller/Contractor shall be responsible for all costs incurred by the Buyer to make up for the Seller/Contractor's default.

XVII - COMPLIANCE

The Seller/Contractor undertakes, throughout the duration of the Purchase Agreement, to conduct its business in an honorable manner with integrity and ethics in compliance with (i) Spanish law, (ii) international conventions (and in particular the OECD Anti-Bribery Convention and the United Nations Convention against Corruption), (iii) any other regulations with extraterritorial application, such as the U.S. Foreign Corrupt Practices Act (FCPA), and (iv) the GrafTech's Code of Conduct. In particular, the Seller/Contractor undertakes not to engage (by act or omission) in any form of bribery, influence peddling, money laundering or receiving the proceeds of any of the foregoing offences in connection with the entering into or performance of its obligations under the Purchase Agreement.

The Seller/Contractor further undertakes (i) not to engage in any practice or act (action or omission, including arising out of the use of proceeds received under the Purchase Agreement) which may result in any failure by the Buyer to comply with its anti-corruption obligations and (ii) to give all necessary assistance to the Buyer in responding to a request from a duly authorized anti-corruption authority made in relation to the Purchase Agreement.

XVIII - APPLICABLE LAW - JURISDICTION

The interpretation and performance of the Purchase Agreement shall be subject to Spanish law, it being specified that the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Except in the case of an arbitration clause that may be provided for in the Special Conditions of the Order, all disputes arising out of or relating to the Purchase Agreement shall be subject to the exclusive jurisdiction of the Courts having jurisdiction over the Buyer's registered office.