

GENERAL TERMS OF DELIVERY AND PAYMENT

1. Scope of application

1.1. These General Terms of Delivery and Payment apply exclusively to all our deliveries.

1.2. Any terms and conditions of the Customer deviating from or are not included in our General Terms of Delivery and Payment, are not accepted unless we have expressly agreed to their application in text form. These General Terms of Delivery and Payment shall also apply if we execute the delivery despite being aware of the Customer's terms and conditions that conflict with or deviate from our General Terms of Delivery and Payment. Customer's confirmations referring to its own general terms and conditions of purchasing are hereby rejected and are not recognized.

1.3. If provisions which deviate from individual conditions of these General Terms of Delivery and Payment are agreed between us and the Customer, this shall not affect the validity of the remaining provisions of these General Terms of Delivery and Payment.

1.4. These General Terms of Delivery and Payment only apply to Customers who, at the time of conclusion of the contract, are acting in the exercise of their commercial or independent professional activity, as well as to legal entities under public law or a special fund under public law.

2. Offer and Formation of Contract

2.1. Our offers shall not be binding (*freibleibend*). A contract for a delivery is concluded with our order confirmation made in text form (e.g. by EDI, in writing or by email).

2.2. All other agreements made between us and the Customer for the purpose of the execution of orders shall be specified in text form (e.g. e-mail, fax, in writing).

3. Quality of the service; partial, additional, and reduced Deliveries

3.1. An existing agreement on the legal and factual nature (*Bechaffenheitsvereinbarung*) is deemed final and takes precedence over the objective requirements in section 434 paragraph 3 of the German Civil Code (*Bürgerliches Gesetzbuch*).

3.2. Unless otherwise agreed, the condition of the goods shall be determined by ISO, EN or DIN standards. Reasonable deviations in dimensions and weights and other technical values for the intended use shall not constitute grounds for complaints.

3.3. We shall be entitled to make partial deliveries (*Teillieferungen*) if and to the extent reasonable for the Customer and if it has an objective interest in the partial delivery.

3.4. We expressly reserve the right to make additional or reduced deliveries regarding weight, quantity or surface of up to 10%, both with regard to the total purchase quantity and with regard to each individual partial delivery.

4. Special provisions

4.1. In the case of framework agreements or contracts requiring covering purchase of metal, we may, from 3 months after confirmation of the order, demand any missing binding classifications (e.g. for single call-offs exact delivery quantities, delivery times, dimensions and quality characteristics for individual calls) from three months after order confirmation. If the Customer does not comply with this request within three weeks, we are entitled to set a two-week grace period and to withdraw from the contract after its expiry and to demand compensation for rejection of the delivery.

4.2. If the Customer does not comply with this request within three weeks, we are entitled to set a two-week grace period and to withdraw from the contract after its expiry and to demand compensation for rejection of the delivery.

4.1. If the Customer wishes us to perform certain tests that go beyond the usual state of the art or are required for certain purposes of use, the type and scope of the tests shall be agreed upon no later than upon conclusion of the contract. If this is not done, the costs of the tests shall be borne by the Customer.

5. Delivery Periods and Delays

5.1. Delivery times, delivery periods and/or delivery dates (hereinafter referred to as "Time of Delivery") are either expressly agreed individually or are stated explicitly as binding by us in the order confirmation. In all other cases, information about the Time of Delivery are non-binding.

5.2. If the Customer fails to fulfil contractual obligations – including duties of cooperation or ancillary duties – in time, we shall have the right to extend our delivery times and delivery dates in accordance with the needs of our production process without prejudice to our rights arising from default by the Customer and to demand compensation for the loss we have suffered, including any additional expenses incurred.

5.3. Even in the case of agreements upon dates of delivery, we only are in default by means of a written reminder, unless we have expressly agreed to a binding effect. In the case of a default, the Customer shall at our request, inform us within a reasonable period of time whether it intends to withdraw from the contract or insists on the delivery.

5.4. If we are unable to comply with a binding Time of Delivery due to reasons for which we are not responsible (non-availability of the performance), we shall inform the Customer immediately and at the same time advise what is the expected new Time of Delivery. If the performance is also not available at the new Time of Delivery due to reasons for which we are not responsible, we shall have the right to withdraw from the contract in whole or in part; we shall reimburse the Customer immediately for any consideration already provided. Cases of non-availability of the performance in this sense include, in particular, Force Majeure (Clause 6) and failure by our supplier to deliver on time.

5.5. If, due to simple negligence, we are in delay with the delivery, our liability for damages due to the delay in delivery is limited to 0.5% of the net order value for each completed week of the delay, but no more than 5% of the net order value. If the Customer asserts a claim for damages instead of delivery in the above-mentioned cases, this claim for damages is limited to 10% of the amount of the net order value. The limitation of liability in accordance with sentences 1 and 2 above does not apply in the event of a delay due to intent or gross negligence, nor in the event of injury to life, body or health as well as in the case of a fixed-term transaction (*Fixgeschäft*), i.e. if the transaction depends on compliance with the fixed performance period. Otherwise, Clauses 13.3 and 13.4 ("Liability") below apply accordingly.

6. Force Majeure

6.1. "Force Majeure" means the occurrence of an event or circumstance that prevents a party from fulfilling a contractual obligation if and to the extent that the party affected by such event or circumstance (hereinafter "the Affected Party") proves (a) that such event or circumstance is beyond its reasonable control and (b) that the effects of the event or circumstance could not reasonably have been avoided or overcome by the Affected Party. Event or circumstance within the meaning of letter (a) include wars, civil wars, insurrections, acts of terrorism, piracy, currency and trade restrictions, embargoes, sanctions, official measures and orders, expropriations, strikes, lock-outs, supply shortages and material shortages, in particular energy and raw material shortages, epidemics, pandemics, natural events, fire, unless the non-affected party proves otherwise.

6.2. If a party fails to fulfil its contractual obligation due to the failure of a third party that it has commissioned to fulfil the entire contract or part of the contract (including upstream suppliers), the Affected Party may only invoke Force Majeure to the extent that the conditions pursuant to Clause 6.1 are applicable to both the Affected Party and the third party.

6.3. To the extent that Clause 6.1 or 6.2 is complied with, the Affected Party is exempt from the contractual obligation and from any liability due to its non-compliance from the time at which the event or circumstance causes the inability to perform and to the extent to which the event or circumstance prevents the performance, provided that it informs the other party immediately thereon. If the notification is not made immediately, the exemption shall only become effective from the time when the notification is received by the non-affected party. If applicable, the non-affected party may suspend the fulfilment of its obligations from the time of receipt of notification.

6.4. If the effect of the asserted event or circumstance is temporary, Clause 6.3 only applies as long as the asserted event or circumstance prevents the fulfilment of the contractual obligation by the Affected Party. The Affected Party shall notify the other Party as soon as the asserted event no longer exists.

6.5. The Affected Party is required to remedy the Force Majeure to the extent as possible and to mitigate its effects to the extent as possible.

6.6. If the Force Majeure lasts longer than three months, the parties shall negotiate an amendment or termination of the affected contract, considering their respective interests. If the parties do not reach a reasonable agreement within 8 weeks, each party is entitled to withdraw from such contract; claims for damages due to withdrawal are excluded.

7. Delivery, Transfer of Risk and Packaging

7.1. Unless otherwise agreed, delivery and transfer of risk shall take place "FCA" (INCOTERMS 2020). The time of notification that the goods in the delivery plant are ready for dispatch is decisive for determining compliance with the agreed delivery deadlines and dates.

7.2. Unless otherwise agreed, our reusable transport packaging must be returned to the delivery plant in good condition immediately after emptying carriage free. If this does not happen, we may charge the replacement costs (*Wiederbeschaffungskosten*) to the Customer. The reusable transport packaging must be stored properly.

8. Delay in Acceptance

8.1. If the Customer defaults on acceptance, fails to cooperate or if the delivery is delayed for other reasons for which the Customer is responsible, in particular at the request of the Customer, the risk is transferred to the Customer from the day of notification of readiness for dispatch; however, we are obliged to provide the insurance required by the Customer at the request and expense of the Customer. The Customer's payment obligations remain unaffected by that.

8.2. In the case referred to in Clause 8.1, we are also entitled to demand compensation for the resulting damages, including additional expenses (e.g. storage costs). For this purpose, we calculate the customary in a place (*ortsüblich*) storage costs on our own premises starting at the end of the Time of Delivery or – in the absence of a Time of Delivery – with the notification of the readiness to ship the goods; otherwise, the storage costs incurred by the third-party storage company. The legal claims (in particular compensation of damages and other additional expenses, appropriate compensation, termination) remain unaffected.

9. Prices and Payment

9.1. Subject to a deviating text form (e.g. E-mail, fax, in writing), all ancillary costs, such as packaging, freight, insurance, customs duties, levies and fees of all kinds, shall be borne by the Customer. VAT is not included in our prices; it will be shown separately in the invoice.

9.2. For orders that are executed later than four months after conclusion of the contract, we reserve the right to adjust accordingly the prices for deliveries that have not yet been executed yet in the event of an unforeseen and substantial changes in production costs (e.g. cost of materials, energy and personnel costs, transport costs and public levies).

10. Reservation of Title

10.1. If cash payment or advance payment is agreed, the title into the goods is transferred to the Customer in full with the delivery.

10.2. If there is no reservation of title at the delivery destination (*Bestimmungsort*) in accordance with the following provisions, the Customer must provide us with another functionally equivalent means of security (e.g. letter of credit or bank guarantee).

10.3. If there is a reservation of title at the delivery destination (*Bestimmungsort*), we reserve the title to the goods delivered by us (Reserved Goods) to secure all claims accruing to us against the Customer from the existing and future business relationship, even if the ascertained good has already paid.

10.4. The Customer shall exercise the possession of the Reserved Goods for us as custodian (*Verwahrer*) with the diligence of a prudent business man. It shall take all necessary measures to ensure that the reservation of title is neither impaired nor rescinded. At any time and upon request, the Customer shall provide us with information on the Reserved Goods. Any third party measures against or with respect to the Reserved Goods or claims assigned to us pursuant to Clause 10.6 infra must be notified to us immediately and all necessary documents shall be provided. The costs for measures necessary for the removal of such measures of third parties and for the recovery of the Reserved Goods shall be borne by the Customer, to the extent compensation for these costs cannot be obtained from the third party.

10.5. The Customer shall insure the Reserved Goods against theft, burglary, fire, water, and other natural disasters as well as other damages. To the extent the Customer does not provide such insurance coverage, we are entitled to arrange for insurance coverage at the cost of the Customer.

10.6. Clause 10.6.1 until 10.6.4 below only apply to delivery destinations (*Bestimmungsort*) in Germany, Austria and the Netherlands.

10.6.1 The Customer is only authorized to process (*verarbeiten*), combine (*verbinden*), mix (*vermischen*) and sell the Reserved Goods in the ordinary course of business only, unless we revoke this authorization. The Customer shall not otherwise dispose of or change any right in the Reserved Goods that impair our rights; in particular, the Customer shall not grant pledges or transfer them by way of security (*Sicherheitsübertragungen*).

10.6.2 Any processing, combining or mixing is exercised on our behalf but without any obligation arising therefrom for us. Our title shall extend to the new products resulting from the processing of the Reserved Goods. In the event of processing, combining or mixing of the Reserved Goods with items not belonging to us, we shall acquire co-ownership to the new product in the proportion of the invoice value of our Reserved Goods to that of the other items. In all other respects, the same shall apply to the new products or combination of items respectively that applies to the Reserved Goods.

10.6.3 As security for our secured claims pursuant to Clause 10.3, the Customer hereby assigns to us all claims and receivables to the full amount arising from the sale of

the Reserved Goods or for another cause in law (*Rechtsgrund*) relating to the Reserved Goods, including bills of exchange and checks. We hereby accept this assignment. The assignment also includes any account balance as claim in its own right (*Saldoforderung*) that results from a current account arrangement (*Kontokorrentverhältnis*) between the Customer and the third party purchaser. The Customer is authorized to collect all assigned receivables until we revoke this authorisation. In the case of the sale of products in which we have co-ownership pursuant to Clauses 10.6.1 and 10.6.2, the assignment is limited to the share of receivables that corresponding to our co-ownership share.

10.6.4 We shall only exercise our rights of revocation under this Clause 10.6 if the Customer is in default of payment (*Zahlungsverzug*), if the Customer suspends the payments of its debts (*Zahlungseinstellung*), if an application for the opening of insolvency proceedings has been filed by the Customer or if there are founded indications of an over-indebtedness (*Überschuldung*) or an imminent inability to fulfil payment obligations (*drohende Zahlungsunfähigkeit*) of the Customer.

10.7. In the case of default in payment (*Zahlungsverzug*), suspension of payment in debts (*Zahlungseinstellung*), submission of an application for the opening of insolvency proceedings or the existence of founded indications of the Customer's over-indebtedness (*Überschuldung*) or an imminent inability to fulfil payment obligations (*drohende Zahlungsunfähigkeit*), the Customer shall at our request, notify its own customers of the assignment made pursuant to Clause 10.6.3 and provide us with all necessary information and take all measures necessary to secure our rights. In particular, we shall be notified immediately of any access by creditors of the Reserved Goods or to the receivables assigned to us pursuant to Clause 10.6.3 as well as any other measures against or in relation to the Reserved Goods or the claims assigned to us pursuant to Clause 10.6.3 and provide us with all documents necessary for the immediate assertion of our rights. Any costs of measures necessary for the removal of such a seizure or other measures or claims - including judicial measures - as well as for the recovery of the Reserved Goods shall be borne by the Customer, to the extent compensation for these costs cannot be obtained from the creditor.

10.8. Upon Customer's request, we undertake to release the securities to which we are entitled insofar as the realisable value of the securities granted to us does not only temporarily exceed the value of all receivables to be secured by more than 10%. The above-mentioned coverage limit of 110% increases by the amount of value added tax that we are charged with, when exploiting the secured goods and which arises from a delivery by the Customer to us. The Customer is also entitled to demand the release of securities if the estimated value of the goods transferred for security is more than 150% of the claims to be secured. It is incumbent on us selecting the securities to be released.

11. Lien on Provisions

To the extent that the Customer has provided us with material, the Customer grants us a right of lien (*Pfandrecht*) the material and to claims in its stead as security for all current and future claims arising from the business relationship with the Customer. If the Customer is in default of payment or loses its creditworthiness, we are entitled to freely realize the pledged material at the quoted value (listed on the London Metal Exchange), if not listed, at the average price on the German market on the day of the default of payment or loss of creditworthiness.

12. Notification of Defects, Rights in the event of Defects, limitation period

12.1. The Customer shall notify in text form (e.g. E-Mail, fax, in writing) any identifiable defects of any kind immediately, latest by the end of the eighth working day (Saturday is not counted as a working day) from receipt of the goods; otherwise, the goods will be deemed to be accepted. Hidden defects shall be notified in text form (e.g. E-Mail, fax, in writing) immediately, latest by the eighth working day (Saturday does not count as a working day) from the date of discovery; otherwise, the goods will be deemed to be accepted in respect of these defects also.

12.2. In the case of recourse against the supplier (*Lieferantenregress*) in the supply chain at the end delivery of the goods to a consumer, the mandatory statutory regulations always apply, but only insofar as the Customer has not entered into any agreements with his end customer beyond the statutory claims for defects. Such claims are excluded if the defective goods have been further processed by the Customer or another company, e.g. by installation in another product, into a new movable item.

12.3. If the delivered good has a defect, we shall have the right, at our discretion, to demand as renewal performance, the rectification of the defect (subsequent improvement/*Nachbesserung*) or the delivery of a defect-free good (replacement delivery/*Ersatzlieferung*). If defective goods are replaced by us, we shall acquire ownership title to the replaced parts.

12.4. If we are unwilling or unable to effect rectification/replacement delivery, in particular if these are delayed beyond reasonable periods of time for reasons for which we are responsible, or if the rectification/replacement delivery otherwise fails, the Customer shall be entitled to withdraw from the contract or reduce the purchase price at its option if further attempts at renewal performance are unreasonable for it. However, in case of a trivial defect, the Customer is not entitled to withdraw from the contract.

12.5. We are only liable for other damages caused by defects in the delivery item within the limits specified in Clause 13 below.

12.6. The limitation period for claims for defects shall in principle be one year. In the event of injury to life, body or health for which we are responsible, as well as in cases of intent and gross negligence, the limitation period for claims for defects shall be two years. In the case of goods that were used for a building in its normal manner, and which caused its deficiency, the limitation period for claims for defects shall be five years. The statutory limitation periods apply to the supply chain when the goods are finally delivered to a consumer.

13. Liability

13.1. We are liable in accordance with the statutory provisions for liability according to the German Product Liability Act (*Produkthaftungsgesetz*) and in the event of recourse against a supplier in the supply chain upon final delivery of the goods to a consumer.

13.2. We will also be liable for damages in cases of intent, gross negligence, the assumption of a guarantee and in the event of injury to life, body or health for which we are responsible in accordance with the statutory provisions. If we otherwise breach a substantive or a cardinal duty (i.e. duties without whose fulfilment the contract cannot be duly performed or whose compliance the Customer may regularly rely on, as well as duties whose breach jeopardises the realisation of the contractual purpose), through slight negligence, our liability to compensate shall be limited to the loss typically foreseeable under such a contract.

13.3. In all other cases of liability, claims for damages due to the breach of a duty under the contractual obligation or on a tortious act shall be excluded, so that in particular we shall not be liable for consequential damages and additional expenses, loss of profit or other pecuniary damages sustained by the Customer.

13.4. If our liability is excluded or limited based on the above provisions, this also applies to the personal liability of our employees, representatives and vicarious agents.

14. Trademarks, Property Rights, Marks of Origin, Tools

14.1. The marks of origin or trademarks attached to our goods may not be altered or removed, without our written consent.

14.2. The Customer must not use trademarks or brands under which our goods are delivered either for the products derived from them or for other own purposes (in particular advertising) without our prior written consent.

14.3. We reserve ownership rights and copyrights to samples, illustrations, drawings and other documents as well as to tools, including embossing dies, printing rollers or permanent moulds. This shall also apply if the Customer pays a proportion of the cost of such items.

14.4. If a production or delivery takes place according to drawings or other specifications of the Customer and if property rights are infringed as a result, the Customer shall indemnify us against all third party claims.

14.5. We are entitled to destroy tools, pressure cylinders, sketches, designs and other aids owned by us, three years after their last use.

15. Assignment

We are entitled to assign our rights under this contract to third parties.

16. Offsetting and Retention by the Customer

16.1. The Customer shall only be entitled to offset claims if these claims of the Customer are reciprocal linked to our principal claim (*aus demselben Vertragsverhältnis*), are undisputed (*unbestritten*), have been declared final and absolute (*rechtskräftig festgestellt*) or acknowledged by us. Otherwise, any set-off by the Customer shall be excluded.

16.2. The Customer only has a right of retention (*Zurückbehaltungsrecht*) or a right to refuse performance (*Leistungsverweigerungsrecht*), if such a right is resulting from a claim of a Customer that originates from the same contractual relationship (*aus demselben Vertragsverhältnis*). Otherwise, a right of retention or right to refuse performance of the Customer shall be excluded.

17. Deterioration in assets and Creditworthiness

17.1. If the Customer's assets deteriorate after conclusion of the contract, we are entitled to carry out pending deliveries and services only by way of security. If the Customer is not able to provide the required security within a reasonable period of time, we are entitled to withdraw from the contract.

17.2. The same applies if, after conclusion of the contract, we become aware of facts that give rise to justified doubts about the solvency or creditworthiness of the Customer, unless the Customer can prove that these facts were already known to us at the time of conclusion of the contract or should have been known if the necessary prudence had been exercised.

17.3. In the above cases, we are entitled to initially offset the Customer's payments against the most recent claims despite payment instructions to the contrary and waive the extended and/or prolonged retention of title (*erweiterten und/oder verlängerten Eigentumsvorbehalt*) with offsetting of the associated goods subject to retention of title. We will inform the Customer about this and bear the interest disadvantage.

17.4. Furthermore, in the above cases, we are entitled to prohibit the further processing and resale of the delivered goods on the basis of the retention of title agreed in Clause 10 and to revoke the direct debiting authorisation pursuant to Clause 10.6.3.

18. Place of Performance, Jurisdiction, Applicable Law

18.1. The place of performance (*Erfüllungsort*) shall be the place of our supplying plant that performed delivery.

18.2. Provided that the customer is a full merchant (*Vollkaufmann*), the place of our seat registered in the commercial register shall be the exclusive place of jurisdiction (*alleiniger Gerichtsstand*). However, we are also entitled to pursue our claims at the Customer's general place of jurisdiction.

18.3. German law applies, with the exclusion of the conflict of laws. The INCOTERMS as amended by the International Chamber of Commerce in Paris shall additionally apply.

18.4. The application of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 is excluded.

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