

GENERAL TERMS AND CONDITIONS OF SALE

§ 1

General and scope of application

- (1) These General Terms and Conditions of Sale ("GTC") apply to all our business relationships with our customers ("Buyer"). The GTC apply only to entrepreneurs (§ 14 BGB), legal entities under public law, or special funds under public law.
- (2) Our Terms and Conditions of Sale apply exclusively; we do not recognize any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale unless we have explicitly agreed to their validity. Our Terms and Conditions of Sale also apply if we execute delivery to the customer, without reservation, despite being aware of conflicting or deviating conditions of the customer.
- (3) Individual agreements made with the customer in specific cases (including side agreements, contract supplements, and amendments) take precedence over these GTC. The content of such agreements is determined by a written contract or our written confirmation, subject to proof to the contrary.
- (4) Declarations and notifications by the customer (e.g., defect notifications, deadlines, withdrawal, etc.) must be submitted in writing, either in written or text form. Statutory formal requirements and additional evidence remain unaffected.
- (5) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, statutory provisions apply unless they are modified or excluded by these GTC.

§ 2

Offer and offer documents

- (1) Our offers are non-binding and subject to change. This also applies if we provide illustrations, drawings, calculations, or other documents—whether in written or electronic form—over which we retain ownership and copyright. This reservation also applies to documents designated as "confidential." The customer requires our express written consent before passing such documents on to third parties.
- (2) If the customer's order qualifies as an offer in accordance with § 145 BGB, we may accept it within two weeks of its receipt.
- (3) Acceptance of the offer may be declared either in writing (via order confirmation) or by delivering the goods to the buyer.

§ 3

Prices and terms of payment

- (1) Unless otherwise specified in the order confirmation or an individual agreement, our prices in effect at the time of contract conclusion apply in accordance with INCOTERMS 2020 "FCA, Roth," excluding packaging; packaging will be invoiced separately.
- (2) Statutory value added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate applicable on the date of invoicing.
- (3) We reserve the right to adjust our prices appropriately after a period of four months following the conclusion of the contract if cost increases occur after the contract is finalized, particularly due to collective wage agreements, increases in material prices, or changes in scrap and alloy surcharges.
- (4) The deduction of discounts (Skonto) requires a specific written agreement.
- (5) Unless otherwise stated in the order confirmation, the purchase price shall be due net (without deduction) immediately upon receipt of the invoice. The statutory regulations concerning the consequences of default in payment shall apply. Interest shall be charged on the purchase price during the default period at the applicable default interest rate. We reserve the right to claim further damages caused by default. Our claim against merchants for commercial interest on arrears remains unaffected.
- (6) We are also entitled to deliver goods wholly or partially, only against advance payment. This reservation will be declared no later than in the order confirmation.
- (7) The customer is entitled to rights of set-off only if their counterclaims have been legally established or are undisputed. Furthermore, the customer is entitled to exercise a right of retention only to the extent that their counterclaim is based on the same contractual relationship. If the delivery is defective, the buyer's counter-rights under § 7 of these GTC remain unaffected.
- (8) If, after the conclusion of the contract, it becomes apparent that our claim to payment of the purchase price is at risk due to the customer's lack of performance capability (e.g., through an insolvency petition), we are entitled under the statutory provisions to refuse performance and—where applicable, after setting a deadline—to withdraw from the concluded contract (§ 321 BGB). If a contract for the manufacture of a non-fungible item has been concluded, we may declare the withdrawal immediately. The statutory provisions regarding the dispensability of setting a deadline remain unaffected.

§ 4

Delivery period and delay in delivery

- (1) The delivery period begins in accordance with the conditions agreed upon in the contract or as stated by us when accepting the order.
- (2) Compliance with our delivery obligation requires the timely and proper fulfilment of the customer's obligation. We reserve the right to plead non-performance of the contract.
- (3) Partial deliveries are permissible if the timely transfer of goods in parts is in the customer's interest and the delay in delivery is not attributable to us.
- (4) If we are unable to meet binding delivery deadlines for reasons beyond our control (non-availability of the service), we will inform the customer without delay and simultaneously provide the anticipated new delivery deadline. If the service remains unavailable within the new delivery period, we are entitled to withdraw from the contract in whole or in part; any consideration already provided by the customer will be refunded. Cases of non-availability of the service include, in particular, untimely self-supply by our supplier, provided we have concluded a congruent hedging transaction, neither we nor our supplier are at fault, or we are not obligated to procure in individual cases.
- (5) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required.
- (6) The customer's rights according to § 8 of these General Terms and Conditions (liability) and our statutory rights, in particular in the event of exclusion of the obligation to perform (e.g. due to impossibility), shall remain unaffected.

§ 5

Delivery, Transfer of Risk, Acceptance, Packaging

- (1) Delivery shall be made free carrier (FCA) from our shipping centre in Roth in accordance with INCOTERMS 2020 "FCA, Roth", where the place of performance for the delivery and any subsequent performance shall also be, unless otherwise agreed.
- (2) Upon request and at the expense of the customer, the goods shall be shipped to another destination (sale by delivery).
- (3) The risk of accidental loss and deterioration of the goods transfers to the buyer upon handover at the latest. In the event of a sale by dispatch, the risk of accidental loss, deterioration, and delay transfers upon delivery to the freight forwarder, carrier, or any third party designated to carry out the shipment.
- (4) If the customer is in default of acceptance, the transfer shall be deemed to have taken place.
- (5) If the customer is in default of acceptance or culpably violates other cooperation obligations, we are entitled to demand compensation for the damage incurred, including any additional expenses. Further claims or rights are reserved.
- (6) Further legal claims and rights of the customer remain unaffected.
- (7) Unless otherwise agreed, we assume the CiramIQ standard packaging.
- (8) Separate agreements shall apply to the return of packaging.

§ 6

Transport insurance, other costs

- (1) If the customer so wishes, we shall cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the customer.
- (2) Any customs duties, fees, taxes and/or other public charges shall be borne by the customer.

§ 7

Warranty claims of the buyer

(1) The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title, unless otherwise stipulated in these GTC. The statutory provisions shall remain unaffected upon final delivery of the goods to consumers if they have further processed the goods (§ 478 BGB). Claims from supplier recourse are excluded if the defective goods have been further processed by the purchaser or another entrepreneur.

(2) The basis of our liability for defects is the agreement reached on the condition of the goods. For this purpose, our product descriptions and details, which are the subject of the individual contract, shall be used.

(3) If an agreement on the quality of the goods has not been made, the statutory provisions (§ 434 para. 1 sentence 2 and 3 BGB) shall apply.

(4) Warranty claims of the customer require that he has fulfilled his obligations to inspect and give notice of defects (§§ 377, 381 HGB). In the case of goods which are intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. If a defect becomes apparent at the time of delivery or inspection or at any later point in time, we must be notified thereof immediately and in writing. Obvious defects must in any case be reported to us in writing within seven working days of delivery. If the Buyer fails to properly inspect the goods and/or to give notice of defects in due time, our liability for the defect not notified or not notified in due time shall be excluded in accordance with the statutory provisions.

(5) A sample of the defective goods is to be sent with the notice of defect. The complete delivery of defective goods may only be returned with our prior consent after we have immediately inspected the sample. Following our written decision, the complete delivery of defective goods shall be returned to us at our expense or disposed of or otherwise disposed of by the customer. We shall be entitled to the proceeds of the sale less the customer's proven expenses.

(6) Insofar as there is a defect in the purchased item, we shall be entitled, at our option, to subsequent performance in the form of rectification of the defect (repair) or delivery of a new defect-free item (replacement delivery). In this case, we shall be obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the object of sale was taken to a place other than the place of performance.

(7) If the supplementary performance fails or if a reasonable period to be set by the purchaser for the supplementary performance has expired without success or is dispensable according to the statutory provisions, the customer shall be entitled, at his option, to withdraw from the concluded contract or to reduce the agreed purchase price.

(8) Claims for damages by the purchaser or a claim for reimbursement of futile expenses shall only exist in accordance with § 8 of these General Terms and Conditions, even in the case of defective goods, and shall otherwise be excluded.

§ 8

Liability

(1) We shall be liable for the breach of contractual or non-contractual obligations in accordance with the statutory provisions unless otherwise stipulated in these GTC including the following provisions.

(2) We shall be liable for causing damage if it is caused by an intentional or grossly negligent act on our part or by representatives or vicarious agents engaged by us.

(3) In cases of simple negligence, we shall only be liable for damages resulting from injury to life, body or health or for damages resulting from the breach of an essential contractual obligation (obligation the fulfilment of which is essential for the proper performance of the contract).

(4) In the event of a breach of an essential contractual obligation (paragraph 3), our liability shall be limited to compensation for the foreseeable, typically occurring damage.

(5) The limitations of liability resulting from Para. 3 and Para. 4 shall also apply if the breaches of duty are caused by persons whose fault we are responsible for in accordance with the statutory provisions.

(6) The limitations of liability according to para. 3 and para. 4 shall not apply if we have fraudulently concealed a defect, have assumed a guarantee for the quality of the ordered or delivered goods, and for claims of the purchaser according to the Product Liability Act.

(7) Due to a breach of duty which does not consist in a defect, the purchaser may only withdraw or terminate the contract if we are responsible for the breach of duty. The buyer's free right of termination pursuant to §§ 650, 648 BGB is excluded. Otherwise, the statutory prerequisites and legal consequences shall apply.

§ 9

Liability for improper use

(1) If we manufacture goods for the customer or deliver them to the customer, these goods shall be based on the technical specifications specified by the customer, considering the conditions of use specified by the customer. The customer is aware that use of the goods outside the technical series specification or outside the specification agreed in the individual case is conceivable and may lead to personal injury and damage to property. The use of the goods outside the operating conditions known to us therefore requires prior consultation with us. We assume no liability for personal injury, property damage or financial loss caused by goods delivered by us and not used for the purpose known to us.

(2) In the event that claims for damages are asserted against us by third parties in connection with a use of the goods not previously agreed by us, the customer shall be obliged to indemnify us against these claims.

§ 10

Limitation of claims

- (1) Contrary to § 438 para. 1 no. 3 BGB, the limitation period for claims based on defects is one year, calculated from delivery of the goods.
- (2) Special statutory provisions regarding the limitation period (§ 438 para. 1 sentence 1, para. 3 §§ 444, 445b BGB) shall remain unaffected.
- (3) The aforementioned limitation periods shall also apply to contractual and non-contractual claims for damages by the Buyer based on a defect in the goods, unless the application of the statutory limitation period (§§ 195, 199 BGB) leads to a shorter limitation period.
- (4) Claims for damages under the Product Liability Act or under § 8 (2) and (3) of these GTC shall become statute-barred exclusively in accordance with the statutory limitation periods.

§ 11

Retention of title

- (1) We reserve title to the object of sale until all our present and future claims arising from the purchase contract and an ongoing business relationship ("secured claim") have been settled.
- (2) The goods subject to retention of title may not be pledged or transferred to third parties until the secured claim has been paid in full. If third parties have access to the goods belonging to us (e.g. seizure) or an application has been made to open insolvency proceedings against the buyer's assets, the buyer must notify us immediately in writing.
- (3) In the event of breach of contract by the customer, in particular default in payment, we shall be entitled to withdraw from the purchase contract and/or demand the return of the purchased item based on the agreed retention of title. If we take back the object of sale, this shall constitute a withdrawal from the contract. After taking back the object of sale, we shall be entitled to sell it; the proceeds of such sale shall be set off against the customer's liabilities-less reasonable selling costs.
- (4) The customer shall be obliged to treat the object of sale with care; The customer shall be obliged to insure it sufficiently at replacement value against fire, water and theft at the customer's own expense. If maintenance and inspection work is required, the customer must carry this out in good time at the customer's own expense.
- (5) In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can file a suit in accordance with § 771 ZPO (Code of Civil Procedure). Insofar as the third party is not able to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.
- (6) The customer is entitled to resell the purchased goods in the ordinary course of business; however, he hereby assigns to us all claims arising from the resale against his customers or third parties, up to the amount of the final invoice value or our potential co-ownership share as stated in para 8 and para 9, regardless of whether the purchased goods were resold in their original state or after processing, combining, or mixing. The assignment of these claims is accepted by us.
- (7) The customer remains authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected thereby. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no petition for the opening of insolvency proceedings has been filed and payments have not been suspended. If this is the case, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- (8) The processing or combination of the object of sale by the customer is always carried out for us. If the object of sale is processed or combined with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount) to the other processed or combined objects at the time of processing. The same shall also apply to the object created by processing or combination as to the object of sale delivered under retention of title.
- (9) If the object of sale is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount) to the other mixed objects. If the mixing is carried out in such a way that the customer's item is to be regarded as the main object, it shall be deemed agreed that the customer shall transfer co-ownership to us on a pro rata basis. The customer shall keep the resulting sole ownership or co-ownership in safe custody for us.
- (10) The customer also assigns to us the claims to secure our claims against him which arise against a third party through the connection of the object of sale with a piece of real estate.
- (11) We undertake to release the securities to which we are entitled at the customer's request, to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is at our discretion.

§ 12

Choice of law and place of jurisdiction, language

- (1) The business relationship between us and the Buyer and these GTC shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Roth. However, we are also entitled to sue at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the general place of jurisdiction of the buyer.

- (3) The choice of the place of jurisdiction shall not affect any overriding statutory provisions, e.g. regarding exclusive statutory powers.
- (4) Should there be any discrepancies between the German and English versions of these GTC, only the German version shall prevail.