

General Terms and Conditions of Delivery and Service

§ 1 Scope

- (1) These Terms and Conditions of Delivery and Service apply only to legal entities under public law, special funds under public law and entrepreneurs within the meaning of Section 310 para. 1 of the German Civil Code (BGB).
- (2) All deliveries and services to the customer shall be carried out exclusively on the basis of these General Terms and Conditions of Delivery and Service. We will only accept any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Delivery and Service if we expressly agree to their validity. Our Terms and Conditions of Delivery and Service shall apply even if we carry out the delivery and service to the customer without reservation despite being aware of conditions of the customer that conflict with or deviate from these Terms and Conditions of Delivery and Service.
- (3) These Terms and Conditions shall also apply to future transactions with the customer, provided that they are legal transactions of a similar nature.

§ 2 Offer and Order

- (1) Our offers are non-binding. This applies even if we have provided the customer with documents in accordance with § 3. The documents accompanying our offer, such as illustrations, drawings, weight and dimensions, are only approximately authoritative unless they are expressly designated by us as binding.
- (2) The customer's order constitutes a binding contractual offer. Unless the order provides otherwise, we are entitled to except this contract offer within 2 weeks after receipt. This is done through an express order confirmation.
- (3) The order confirmation contains the final and comprehensive description of the service to be provided by us; in particular, it forms the basis of the technical performance characteristics and technical and commercial details.

§ 3 Documents Provided, Contractual Penalty

- (1) We reserve ownership and copyright to all documents provided to the customer in connection with the order, such as specifications, tools, drawings, calculations, etc., regardless of the form. These documents may not be made accessible to third parties unless we give the customer our express consent. If we do not accept the customer's offer, these documents must be returned to us without undue delay.
- (2) If the customer fails to return all or part of the documents to us in accordance with § 3 (1) within a reasonable grace period set by us, the customer undertakes to pay us a contractual penalty amounting to 1% of the purchase price in accordance with § 4. This does not apply if the customer was not responsible for the failure to return.
- (3) The documents submitted by the customer prior to placing the order in accordance with § 2 (4) shall be retained by us for a period of one year from delivery in accordance with § 6 and shall be returned to the customer upon request. After this period has expired, we are entitled to dispose of the documents.

§ 4 Price and Payment

- (1) Our prices are ex works, excluding packaging, freight, customs duties and value-added tax. Significant changes in order-related cost factors such as material costs, energy costs and labour costs shall entitle us to adjust the prices accordingly, provided that the changes occurred during the manufacturing process and are not our responsibility and at least one month has

passed between the conclusion of the contract and the provision of the service. Metal price determinations are subject to the availability of raw materials and foreign currency.

(2) Payment of the purchase price must be made exclusively to one of our accounts. The deduction of cash discounts is only permitted if expressly agreed upon.

(3) Unless otherwise expressly agreed, the purchase price is to be paid within 10 days of delivery.

(4) The customer shall only be entitled to set-off or retention rights insofar as its claim is legally established or is undisputed or is based on the same contractual relationship. We are entitled to the unrestricted statutory set-off and retention rights.

§ 5 Payment Default and Credit Deterioration

(1) The purchase price shall bear interest during the default at the respectively applicable statutory interest rate. The assertion of claims for further default damages remains reserved. Vis-à-vis merchants, the claim to the commercial default interest (Section 353 of the German Commercial Code (HGB)) remains unaffected.

(2) If, after conclusion of the contract, facts become known, in particular default of payment by the customer with regard to previous deliveries, which, in our reasonable discretion, lead us to conclude that the payment claim is jeopardised by a lack of performance capacity, we shall be entitled to demand immediate payment of outstanding payments and to refuse to perform our own services until payment is made or security is provided for them. If payment is not made or security is not provided within a reasonable period of time set by us, we are entitled to withdraw from the contract and demand compensation. Partial deliveries already made are due for immediate payment, regardless of any withdrawal. We reserve the right to assert further rights and claims. The customer may no longer sell the goods that are our property or leased property and is obliged to provide us with security.

(3) The customer shall grant us a lien on the material provided to us for the performance of the contract and on any claims in lieu thereof to secure all legally binding or undisputed current and future claims arising from the business relationship with it. If the customer defaults on payment or its credit deteriorates, we are entitled to sell the collateral at the stock exchange price (quoted on the London Metal Exchange), or if not quoted, at the average German market price, on the day of default or credit deterioration.

§6 Delivery, Delay in Acceptance, Force Majeure, Acceptance

(1) Delivery dates and deadlines are only binding if their binding nature has been expressly agreed and if the customer has provided all information, documents, materials to be provided by it and any approvals to be granted by it in good time to ensure that the order can be processed on schedule. The same shall apply for the customer's other obligations. We reserve the objection of the unfulfilled contract.

(2) If the customer is in default of acceptance, omits an act of cooperation, or our delivery is delayed for other reasons attributable to the customer, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). For this, we charge flat-rate compensation of 0.5% of the delivery value per calendar week, but a maximum of 5% of the delivery value or 10% of the delivery value in the event of final non-acceptance, starting with the notification that the goods are ready for dispatch. Proof of greater damage and our statutory claims remain unaffected; however, the flat rate shall be offset against further monetary claims. The customer is entitled to prove that we have suffered no damage at all or only a substantially lower damage than the above flat rate.

(3) Unless otherwise stated in the order confirmation, delivery/service is agreed "ex works". The delivery date is the day of dispatch. However, if dispatch is delayed, the day of provision shall be deemed the delivery date, unless we are responsible for the delay. If our service is not

performed by the date stated in the order confirmation, the customer is obliged to grant a reasonable grace period, unless a fixed-date transaction has been expressly agreed. Partial deliveries are permissible as long as they are reasonable for the customer.

(4) If we are prevented from making timely delivery due to force majeure, the delivery period shall be extended accordingly. This includes, in particular, industrial disputes, disruptions to our own operations and other disruptions to operations as well as those of our subcontractors, including transport companies, disruptions caused by public sector measures and disruptions to transport routes, as well as difficulties in procuring raw materials and operating supplies. We shall inform the customer of the disruption without undue delay. If delivery becomes impossible as a result of the disruption, our obligation to deliver shall cease to apply, excluding any right to compensation.

(5) In the case of framework agreements, covering purchases and call-off orders, we may request a binding allocation from 3 months after order confirmation. If the customer does not comply with this request within two weeks or defaults on acceptance, we are entitled to grant a two-week grace period and, after this period has expired, to withdraw from the contract or to demand compensation.

(6) If the customer wishes us to carry out special tests, the type and extent of the tests shall be agreed upon conclusion of the contract. Only then are they owed by us and included in the agreed price.

(7) If acceptance is agreed upon by the customer or a third party commissioned by it under special conditions, this shall be carried out at our factory (or at another location if expressly agreed in advance) without undue delay after notification of readiness for acceptance. If acceptance does not occur despite setting a reasonable grace period, we are entitled to dispatch the goods or to store them at the customer's expense and risk. The goods are then deemed to have been accepted.

§7 Place of Performance and Transfer of Risk

(1) The place of performance for deliveries is the registered office of our respective delivery factory. The place of performance for payment is our registered office.

(2) The risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer at the latest when the goods have left the delivery factory and are notified as ready for collection or dispatch. If dispatch is delayed through no fault of our own, the risk shall pass on the day of provision. The above provisions shall apply to partial deliveries as well. The customer bears the risk for the return shipment of the goods and packaging as well as for processing and additional materials until they are received by us.

§8 Packaging Materials

Unless otherwise agreed, any disposable packaging deemed necessary by us will be charged at cost price. Reusable packaging will be credited at 2/3 of the calculated value if returned freight and expenses free in undamaged condition within 2 months of the invoice date. If rental containers are used, the rental fee will be charged.

§9 Quality, Dimensions, Weights and Delivery Quantities

(1) Unless otherwise stipulated in these Terms and Conditions and unless otherwise agreed in writing, the DIN standards shall apply to the quality of the products. We state dimensions, technical values and other properties of our products to the best of our knowledge. Deviations that are acceptable for the intended purpose shall not give rise to complaints. Production or shipping-related deviations in weight of 5% and quantity of up to +/- 10% are permitted both with regard to the total order quantity and the individual partial delivery. The actual quantities and weights delivered shall be billed.

(2) Our input weights apply to processing and supply materials. Complaints regarding this information can only be considered if they are received by us within one week of notification of the input values.

§10 Retention of Title and Security Rights

(1) The goods shall remain our property until all our claims, including those arising in the future, have been paid in full. As long as ownership has not yet been transferred to the customer, the customer is obliged to store the goods separately and to treat them with care and to adequately insure them against fire, water and theft at its own expense. If maintenance and inspection work is required, the customer must carry these out in good time at its own expense. The customer is entitled to process and sell the goods subject to the following provisions. If the goods are further processed or transformed by the customer, we shall be deemed to be the manufacturer within the meaning of Section 950 BGB and shall acquire ownership of the intermediate and final products. The customer shall carry out the processing or transformation of the purchased item on our behalf, without this giving rise to any obligations for us. If the reserved goods are combined or processed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods to the other items. The customer shall retain sole or co-ownership on our behalf. The same applies to the item created through processing or combination as for the reserved goods.

(2) The goods may only be sold in the ordinary and proper course of business and only if claims from resale have not previously been assigned to third parties. The customer shall assign to us any claims arising from the resale upon conclusion of the purchase contract. We accept the assignment. This assignment also includes goods that have been combined or processed with other items. In this case, the assigned claims serve as our security only to the amount of the value of the reserved goods sold. The customer shall be entitled to collect the claims itself as long as it has not received any instructions from us. It must immediately remit to us any amounts collected by it, provided our claims are due. However, the customer is obliged to inform us of the third-party debtors upon request and to notify them of the assignment. Our authority to collect the claim ourselves shall remain unaffected. We will not collect the claim, though, as long as the customer meets its payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended.

(3) Pledging or transfer of ownership of the reserved goods or the assigned receivables as security is not permitted. The customer must notify us in writing without undue delay of any access by third parties to the reserved goods or to the assigned receivables and provide us with the documents necessary for intervention. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a successful action in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for the resulting loss. If the value of the security provided to us exceeds our total claims by more than 10%, we are obliged, upon request, to release – at our discretion – the aforementioned securities to that extent.

(4) In the event of breach of contract and culpable violation of contractual obligations by the customer, in particular default of payment, we shall be entitled, after the unsuccessful expiry of a reasonable period set for the customer, to withdraw from the contract and to demand the return of the reserved goods. The statutory provision regarding the dispensability of setting a grace period shall remain unaffected. We shall already be entitled to withdraw from the contract or reclaim the goods if an application is made to open insolvency proceedings against the customer's assets. Reclaiming the reserved goods constitutes a withdrawal from the contract. For the purpose of reclaiming the goods, we are entitled to record the inventory and condition of the reserved goods or to have this recorded and to enter the premises of the

customer for this purpose and for the purpose of reclaiming the goods. The costs of collection and reclaiming shall be borne by the customer.

(5) If, in the case of sales abroad, the retention of title agreed in this section is not permissible with the same effect as under German law, the goods shall remain our property until all our claims arising from the contractual relationship based on the sale of the goods have been paid. If even this retention of title is not permissible with the same effect as under German law, but reserving other rights to the goods is permitted, we shall be entitled to exercise all such rights. The customer shall be obliged to cooperate in any measures we wish to take to protect our ownership rights or, in lieu of such rights, any other rights to the goods.

§11 Warranty and Notification of Defects as well as Recourse/Manufacturer's Recourse

(1) Warranty rights on the part of the customer only exist if it has properly complied with its obligations to examine and give notice of defects in accordance with Section 377 HGB. The delivered goods must be inspected without undue delay. Should complaints arise, obvious defects according to Section 377 HGB must be reported without undue delay, but no later than 7 business days after receipt of the goods, and hidden defects must be reported without undue delay, but no later than 5 business days after their discovery, otherwise the goods will be deemed to have been accepted.

(2) Claims for defects shall become time-barred 12 months after delivery of the goods delivered by us to our customer. The above provisions shall not apply if the law stipulates longer periods pursuant to Section 438 para. 1 no. 2 BGB (buildings and items for buildings), Section 479 para. 1 BGB (right of recourse) and Section 634a para. 1 BGB (construction defects). Our consent must be obtained before any goods are returned.

(3) If, despite all due care, the delivered goods have a defect that already existed at the time of transfer of risk, we will, at our discretion, repair the goods or deliver replacement goods, subject to timely notification of defects. As part of the subsequent performance, a sample of the defective goods must be made available to us upon request. When choosing the type of subsequent performance, we must take into account the nature of the defect and the legitimate interests of the customer. The customer is solely liable for the materials selected by the customer and for their use.

(4) If the subsequent performance fails after a reasonable period of time, if we definitively refuse the subsequent performance without justification or if special circumstances exist which, after weighing the interests of both parties, justify immediate withdrawal (Section 323 para. 2 no. 3 BGB), the customer may – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration. If only a portion of the delivery is defective, the customer may only withdraw from the entire contract if it has no interest in the remaining portion of the delivery and service.

(5) Claims for defects shall not apply in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear, or in the case of damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences that are not assumed under the contract. If the customer or third parties carry out improper repairs or modifications, no claims for defects shall exist for these or the resulting consequences either.

(6) Claims of the customer for expenditures required for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded to the extent the expenditures increase because the goods delivered by us were subsequently removed to a place other than the customer's place of business, unless the removal corresponds to the intended use.

(7) The customer shall have recourse claims against us only insofar as the customer has not entered into any agreements with its buyer that go beyond the statutory mandatory claims for

defects. Paragraph 5 shall also apply mutatis mutandis to the scope of the customer's right of recourse against the supplier.

(8) To the extent that the customer is entitled by law (Section 637 BGB) to remedy the defect itself or have it remedied by a third party at our expense after the unsuccessful expiry of a reasonable period set by it for subsequent performance, the customer shall only be entitled to do so if it notifies us of the exercise of this right in a timely manner and has informed us of the expected costs.

§12 Exclusion/Limitation of Liability

(1) These Terms and Conditions of Delivery and Service contain the conclusive liability and warranty for the deliveries, services and obligations arising from the order and exclude any other warranty and damage claims of any kind and regardless of the legal nature of the asserted claim, in particular due to breach of duty arising from the contractual relationship, default, tort and for claims for compensation for lost profits or other financial losses of the customer, such as production downtimes of the customer or its buyers. This limitation and any other limitation of liability contained in these Terms and Conditions of Delivery and Service shall not apply in the event of the assumption of a guarantee or a procurement risk, for liability under the German Product Liability Act, for liability for damage resulting from culpable injury to life, limb, health or material contractual obligations (obligations whose fulfilment is essential for the proper performance of the contract and on the fulfilment of which the customer may regularly rely). In the event of culpable breach of material contractual obligations, we shall be liable – except in cases of intent, gross negligence and liability for damage resulting from injury to life, limb or health – only for damage that is typical for the contract and reasonably foreseeable. This does not entail a change in the burden of proof to the detriment of the customer. This limitation and any other limitation of liability in these Terms and Conditions of Delivery and Service also apply to the personal liability of our employees, legal representatives and vicarious agents.

(2) If we have delivered to the supplier, manufacturer, operator or owner of nuclear facilities, the customer shall indemnify us against any damage to nuclear facilities, without prejudice to any further rights we may have.

§13 Other Copyrights and Rights of Use

(1) Unless otherwise expressly agreed, we are obliged to provide the delivery free from industrial property rights and copyrights of third parties only in Germany. Insofar as a third party asserts legitimate claims against the customer due to the infringement of such intellectual property rights by deliveries made by the supplier and used in accordance with the contract, we shall be liable to the customer within the statutory periods specified in § 12 above as follows:

- a) We will, at our discretion, either obtain a right of use for the delivery in question at our own expense, modify it in such a way that the property right is not infringed, or replace it. If we are unable to do so under reasonable conditions, the customer shall be entitled to the statutory rights of withdrawal and reduction. The customer cannot demand compensation for wasted expenses.
- b) Any claims for damages shall be governed by the provisions of § 12.
- c) Our foregoing obligations shall only exist if the customer notifies us in writing of the claims asserted by the third party without undue delay, had not acknowledged an infringement, and all defensive measures and settlement negotiations remain reserved to us.

(2) Claims of the customer are excluded insofar as it is responsible for the property right infringement.

(3) Claims by the customer are furthermore excluded to the extent the infringement of property rights is caused by special specifications by the customer, by an application that we could not foresee or by the fact that the delivery was modified by the customer or used together with goods not supplied by us.

(4) In the event of infringements of property rights, the provisions of § 11 shall apply mutatis mutandis to the customer's claims regulated in § 13 1 a).

(5) Any further claims of the customer against us and our vicarious agents due to a defect in title or claims other than those regulated in this section are excluded.

(6) In the event of fraudulent concealment of a defect or in the event of a guarantee being given regarding the quality of the goods at the time of transfer of risk within the meaning of Section 433 BGB, the rights of the customer shall be governed exclusively by the statutory provisions.

(7) The customer shall ensure that the execution drawings submitted by it do not infringe the property rights of third parties; it shall indemnify us against any claims for recourse.

§ 14 Regulatory Provisions, Laws, Safety Standards, Official Requirements

Unless expressly agreed otherwise, we do **not** guarantee that the goods delivered and services provided outside the European Economic Area (EEA) will not violate any regulatory provisions, laws, safety standards or official instructions. This must be reviewed by the customer itself in each case.

§15 Tools

(1) Unless otherwise expressly agreed, by paying tool costs the buyer only acquires the right to have the parts manufactured exclusively for it using these tools.

(2) Tools shall remain our property and in our possession at all times unless expressly agreed otherwise.

(3) After the expiry of three years from the last production of parts using tools manufactured by us, we shall be entitled to scrap tools without prior notice.

§ 16 Assignments

(1) The customer may not transfer rights arising from the contract. This applies in particular to claims arising from warranty.

(2) We are entitled to assign our claims against the customer to third parties.

§17 Miscellaneous

(1) All legal relationships arising from the sale shall be governed by the substantive law of the Federal Republic of Germany, excluding its conflict of law rules under private international law and the rules of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The exclusive place of jurisdiction for both parties is our registered office. However, if we act as claimant, we shall also be entitled to bring legal action at the customer's registered office as well.

(3) The customer shall bear all fees, costs and expenses incurred in connection with any legal action against it outside Germany that is legally successful.