

General Terms and Conditions of Delivery and Service

§ 1 Scope of application

(1) These Terms and Conditions of Delivery and Service shall only apply to legal entities under public law, special funds under public law and companies within the meaning of § 310 (1) of the German Civil Code (BGB).

(2) All deliveries and services to the Purchaser shall be performed exclusively on the basis of these General Terms and Conditions of Delivery and Service. We shall only recognise the Purchaser's terms and conditions that contradict or deviate from our Terms and Conditions of Delivery and Service if we expressly agree to their validity in writing. Our Terms and Conditions of Delivery and Service shall also apply if we carry out the delivery and service to the Purchaser without reservation in the knowledge that the Purchaser's terms and conditions conflict with or deviate from these Terms and Conditions of Delivery and Service.

(3) These Terms and Conditions shall also apply to future business transactions with the Purchaser, insofar as these are legal transactions of a related nature.

§ 2 Offer and order

(1) Our offers are subject to change. This shall also apply if we have provided the Purchaser with documents in accordance with § 3.

(2) The Purchaser's order constitutes a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this offer of contract within 2 weeks after we receive it. This has to be done by written order confirmation.

(3) The order confirmation contains the final and comprehensive description of the service to be provided by us. In particular, it is the basis of the technical service characteristics and technical and commercial details.

(4) The documents provided by the Purchaser before placing the order, such as drawings, specifications, samples, tools, models and the like, are binding bases for the preparation and elaboration of the offer. The Purchaser must point out any subsequent changes when placing the order.

§ 3 Documents provided, contractual penalty

(1) We reserve the property rights and copyrights to all documents provided to the Purchaser in connection with the placing of 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 our express written consent to this. If we do not accept the Purchaser's offer, these documents shall be returned to us without delay.

(2) If the Purchaser fails to return all or part of the documents pursuant to § 3 (1) to us within a reasonable grace period set by us, the Purchaser agrees to pay us a contractual penalty of 1% of the purchase price pursuant to § 4.

(3) The documents provided by the Purchaser before placing the order pursuant to § 2 (4) shall be kept by us for a period of one year from delivery pursuant to § 6 and shall be handed over to the Purchaser upon request. After expiry of this period, we are entitled to dispose of the documents.

§ 4 Price and payment

(1) Our prices are ex works, excluding packaging, freight and VAT. Significant changes in cost factors related to the order entitle us to adjust the prices accordingly, insofar as the changes occur during the manufacturing process and we are not responsible for them. Metal price determinations apply only subject to the possibility of provision raw materials and foreign exchange.

(2) Payment of the purchase price has to be made exclusively to one of our accounts. The deduction of a discount is only permissible with a special written agreement.

(3) Unless otherwise agreed in writing, the purchase price shall be paid within 10 days of delivery.

(4) The Purchaser shall only be entitled to rights of set-off or retention insofar as their claim has been legally established or is undisputed.

§ 5 Default in payment and forfeiture of credit

(1) During the period of default, the purchase price shall bear interest at the statutory interest rate applicable from time to time. We reserve the right to claim higher damages caused by default. With respect to merchants, the claim to the commercial maturity interest (§ 353 HGB) remains unaffected.

(2) If, after conclusion of the contract, facts become known, in particular default of payment by the Purchaser with regard to earlier deliveries, which, according to our best judgement, indicate that the claim for payment is at risk due to a lack of ability to pay, we shall be entitled to declare outstanding payments due immediately and to refuse our own service until payment is made or security is provided for it. If payment is not made or security is not provided within a period set by us, we shall be entitled to withdraw from the contract and to claim damages. Partial deliveries that have already been made are due for payment immediately, irrespective of any withdrawal. We reserve the right to assert further rights and claims.

(3) The Purchaser may no longer sell the goods owned or leased by us and is obliged to provide us security. The same shall apply if we assert justified doubts about the creditworthiness of the Purchaser.

(4) The Purchaser shall grant us a lien on the material provided to us for the execution of the contract and on any claims in lieu thereof as security for all legally binding or undisputed present and future claims arising from the business relationship with the Purchaser. If the customer defaults on payment or forfeits credit, we shall be entitled to use the pledged material on the open market at the stock exchange price (quotation on the London Metal Exchange) or - if no price is available - at the average German market price, on the day of the default in payment or forfeiture of credit.

§6 Delivery, default of acceptance, force majeure, acceptance

(1) The start of the delivery period stated by us shall only be binding if the Purchaser has communicated all technical details necessary for the realisation of the order in such good time that timely processing is ensured. The same applies for the Purchaser's other obligations. We reserve the right to the defence of non-performance of the contract.

(2) If the Purchaser is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Purchaser is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). In this case, we shall charge a flat-rate compensation of 0.5 % of the delivery value per calendar week, but not more than 5 % of the delivery value or 10

% of the delivery value in the event of final non-acceptance, commencing with the notification that the goods are ready for dispatch. The proof of a higher damage and our legal claims remain unaffected; however, the flat rate is to be offset against further monetary claims. The Purchaser shall be entitled to prove that we have not incurred any damage at all or that the damage is significantly less than the aforementioned flat rate.

(3) Unless otherwise stated in the order confirmation, delivery/service is agreed "ex works". The delivery date is the date of dispatch. However, if dispatch is delayed without fault on our side the day of provision shall be deemed to be the day of delivery. If our service is not carried out by the time stated in the order confirmation, the Purchaser shall be obliged to grant a reasonable grace period, unless a fixed date for delivery has been expressly agreed. We shall only be liable for damages resulting from such a delay in delivery if we have been informed of the liability claims and their amount by the Purchaser in writing. The liability is limited to 0.5 % of the delivery value per completed week of delay in delivery, but to a maximum of 5 % of the delivery value. Partial deliveries are permissible.

(4) If we are prevented from timely delivery due to force majeure, the delivery period shall be extended accordingly. This shall also apply in the event of industrial disputes, disruptions in our own operating procedures and other disruptions in the operating procedures of our subcontractors, including the transport companies, disruptions due to measures taken by the public authorities and disruptions in the transport routes as well as difficulties in the procurement of raw materials and supplies. We shall notify the Purchaser of the disruption without delay. If delivery becomes impossible as a result of the disruption, our obligation to deliver shall no longer apply and compensation for damages be excluded.

(5) In case of framework agreements, covering purchases and call orders, we can demand binding allocation from 3 months after order confirmations. If the Purchaser does not comply with this request within 2 weeks or if they are in default of acceptance, we are entitled to set a two-week grace period and, after its expiry, to withdraw from the contract or to claim damages.

(6) If the Purchaser wishes special tests to be carried out at our premises, the type and scope of the tests shall be agreed when the contract is concluded. Otherwise, the costs have to be paid by the Purchaser.

(7) If acceptance according to special conditions by the Purchaser or a third party has been agreed, this shall be carried out in our works immediately after notification of readiness for acceptance. If acceptance does not take place despite the setting of a reasonable grace period, we are entitled to dispatch the goods or to store them at the expense and risk of the Purchaser. The goods shall be deemed to have been accepted then.

§7 Place of performance and transfer of risk

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

(2) The risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the Purchaser at the latest when the goods have left the delivery factory and have been reported ready for collection or dispatch. If dispatch is delayed without fault on our side, the risk shall pass on the day on which the goods are made available. The Purchaser shall bear the risk for the return of goods and packaging as well as for reworking material and material provided until receipt by us.

§8 Packaging material

Unless otherwise agreed, the disposable packaging deemed necessary by us shall be charged at cost price. Reusable packaging will be credited with 2/3 of the invoiced value if it is returned undamaged and free of freight and charges within 2 months of the invoice date. If rental containers are used, the rent will be charged.

§9 Characteristics, 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 characteristics of the products. We state dimensions, technical values and other properties of our products to the best of our knowledge. Deviations that are justifiable for the intended use do not entitle to complaints. Deviations in weights and quantities of up to +/- 10 % due to production or dispatch are permitted both with regard to the total order quantity and the individual partial delivery.

(2) Our incoming weights apply to reworking and supplementary material. Complaints about these details can only be taken into account if we receive them within one week of delivery.

§10 Title retention and security interest

(1) The goods remain our property until full payment of all our claims, including those arising in the future. As long as the ownership has not yet passed to them, the Purchaser is obliged to store the goods separately and to handle them with care and to insure them adequately against fire, water and theft at their own expense. If maintenance and inspection work has to be carried out, the Purchaser shall carry this out in good time at their own expense. The Purchaser is entitled to process and sell the goods subject to the following provisions. Insofar as the Purchaser further processes or transforms the goods, we shall be deemed to be the manufacturer within the meaning of § 950 BGB and shall acquire ownership of the intermediate and finished products. The processing or transformation of the object of sale shall be carried out by the Purchaser on our behalf without any obligations arising therefrom. If the goods subject to retention of title are combined or processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the other items. The Purchaser shall keep the property or co-property in safe custody. The same shall apply to the item created by processing or combination as to the goods subject to retention of title.

(2) The goods may only be sold in the ordinary and proper course of business and only if claims from resales have not been assigned to third parties beforehand. The Purchaser shall assign to us the claims to which he is entitled from the resale upon conclusion of the purchase contract with us. We accept the assignment. This assignment also includes goods that have been combined or processed with other items. In this case, the assigned claims shall serve as security for us only to the amount of the value of the goods subject to retention of title sold in each case. The Purchaser is entitled to collect the claims themselves as long as they are not instructed to do so by us. They shall immediately transfer the amounts collected by them to us insofar as our claims are due. However, the Purchaser is obliged to inform us of the third party debtors on request and to notify them of the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we shall not collect the claim as long as the Purchaser meets their payment obligations from the proceeds collected, is not in default of payment and, in particular, no application to open insolvency proceedings has been filed or there is no cessation of payments.

(3) Pledges or security transfers of the goods subject to retention of title or the assigned claims are not permitted. The Purchaser shall immediately notify us in writing of any seizure by third parties of the goods subject to retention of title or of the assigned claims, handing over the documents necessary for an intervention. If the third party is not in a position to reimburse us for the judicial or extrajudicial costs of an action in accordance with § 771 of the German Code of Civil Procedure [Zivilprozessordnung, ZPO], the Purchaser shall be liable for the loss we incur. If the value of the security given to us exceeds our claims by more than 20% in total, we shall be obliged upon request to release the aforementioned securities to this extent – at our discretion.

(4) In the event of conduct in breach of contract and culpable breach of contractual obligations by the Purchaser, in particular default in payment, we shall be entitled to withdraw from the contract and demand the return of the goods subject to retention of title after the unsuccessful expiry of a reasonable deadline set for the Purchaser. The statutory provision on the dispensability of setting a grace period remains unaffected. We are also entitled to withdraw from the contract or take back the goods if an application is made to open insolvency proceedings against the Purchaser's assets. Taking back the goods subject to retention of title shall constitute a withdrawal from the contract. For the purpose of taking back the goods, we are entitled to record or have recorded the inventory and condition of the goods subject to retention of title and to enter the Purchaser's premises for this purpose and for the purpose of taking back the goods. The costs of collection and return shall be borne by the Purchaser.

(5) If, in the case of sales abroad, the retention of title agreed in this clause is not permitted with the same effect as under German law, we shall retain the goods until payment of all our claims arising from the contractual relationship created by the sale of the goods. If this retention of title is also not permissible with the same effect as under German law, but it is permitted to retain other rights to the goods, we shall be authorised to exercise all such rights. The Purchaser is obliged to cooperate in measures which we wish to take to protect our property right or in its place another right to the goods.

§11 Warranty and notice of defects as well as recourse/manufacturer recourse

(1) The Purchaser's warranty rights presuppose that the Purchaser has duly complied with their obligations to inspect the goods and to give notice of defects pursuant to § 377 of the German Commercial Code (HGB). Should complaints arise, then, in accordance with § 377 HGB, obvious defects must be asserted immediately, but within 14 days of receipt of the goods at the latest, and concealed defects must be asserted immediately after their discovery, otherwise the goods shall be deemed to have been approved.

(2) Claims for defects shall become time-barred 12 months after successful delivery of the goods supplied by us to our Purchaser. The above-mentioned provisions shall not apply insofar as the law, according to § 438 (1) no. 2 BGB (structures and items for structures), § 479 (1) BGB (right of recourse) and § 634a (1) BGB (defects of structure), prescribes longer periods. Our consent must be obtained before any goods are returned.

(3) If, despite all the care taken, the goods delivered have a defect which was already present at the time of the transfer of risk, we shall, at our discretion, either repair the goods or supply replacement goods, subject to timely notification of defects. Within the scope of subsequent performance, a sample of the defective goods shall be made available to us upon request. When choosing the type of supplementary performance, we shall take into account the type of defect and the Purchaser's justified interests. The Purchaser alone shall be liable for the materials selected by the Purchaser and for their use.

(4) If the subsequent performance fails after a reasonable period of time, the Purchaser may – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration. The Purchaser cannot demand compensation for futile expenses. If the Purchaser withdraws from the contract, they shall not be entitled to any additional claim for damages due to the defect. If only part of the delivery is defective, the Purchaser may only withdraw from the entire contract if they have no interest in the remaining part of the delivery and service.

(5) Claims for defects shall not exist 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 and in the case of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences which are not assumed under the contract. If improper repair work or modifications are carried out by the Purchaser or third parties, there shall also be no claims for defects for these and the resulting consequences.

(6) Claims by the Purchaser for expenditures incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenditures increase because the goods delivered by us have subsequently been taken to a location other than the Purchaser's branch office, unless this is in accordance with their intended use.

(7) The Purchaser shall only have a right of recourse against us insofar as the Purchaser has not entered into any agreements with their own customer that go beyond the statutory mandatory claims for defects. Furthermore, paragraph 5 shall apply mutatis mutandis to the scope of the Purchaser's right of recourse against the Supplier.

(8) Insofar as the Purchaser is entitled by law (§637 BGB), after the unsuccessful expiry of a reasonable period they set for subsequent performance, to remedy the defect themselves or have it remedied by a third party at our expense, the Purchaser shall only be entitled to do so if they have notified us in good time of the exercise of this right and have informed us of the costs to be expected.

§12 Exclusion/limitation of liability

(1) These Terms and Conditions of Delivery and Service contain conclusively the liability and warranty for the deliveries, services and obligations arising from the order and exclude other warranty claims and claims for damages of any kind and without regard to the legal nature of the asserted claim, in particular due to breach of duty arising from the contractual obligation, from tort and for claims for compensation for

loss of profit or other financial losses suffered by the Purchaser, such as loss of production by the Purchaser or their customers. This 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, to the liability under product liability legislation, to the liability for damages arising from culpable injury to life, limb, health or essential contractual obligations. In the event of culpable breach of material contractual obligations, we shall be liable – except in cases of intent, gross negligence and liability for damages arising from injury to life, limb or health – only for reasonably foreseeable damage typical of the contract. This does not imply a change in the burden of proof to the detriment of the Purchaser. This and any further limitation of liability in these terms and conditions of delivery and performance shall also apply to the personal liability of our employees, legal representatives and vicarious agents.

(2) In the event of slight negligence, we shall only be liable for damage caused by delay to the amount of 5% of the purchase price agreed with us.

(3) If we have delivered to the supplier, manufacturer, operator or owner of nuclear facilities, the Purchaser shall indemnify us against nuclear facility damage without prejudice to any further rights on our part.

§13 Other copyrights and rights of use

(1) Unless otherwise agreed, we are only obliged to make the delivery free of industrial property rights and copyrights of third parties in the country of the place of delivery. If a third party asserts justified claims against the Purchaser due to the infringement of such property rights by deliveries made by the supplier and used in accordance with the contract, we shall be liable to the Purchaser for the legal claims within the periods specified in the above §12 as follows:

a) We shall, at our discretion and at our expense, either obtain a right of use for the delivery in question, modify it so that the property right is not infringed or replace it. If this is not possible for us under reasonable conditions, the Purchaser shall be entitled to the statutory rights of withdrawal and reduction. The Purchaser cannot demand compensation for futile expenses.

b) The provisions of § 12 shall apply to any claims for damages.

c) Our aforementioned obligations shall only exist insofar as the Purchaser has informed us immediately in writing of the claims asserted by the third party, has not acknowledged an infringement and all defensive measures and settlement options are reserved for us.

- (2) The Purchaser's claims are excluded insofar as they are responsible for the infringement of property rights.
- (3) The Purchaser's claims are also excluded if the infringement of property rights is caused by the purchaser's special specifications, by a use not foreseeable by us or by the fact that the delivery is modified by the Purchaser 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 claims of the Purchaser regulated in §13 1 a).
- (5) Further claims or claims other than those regulated in this paragraph by the Purchaser against us and our vicarious agents due to a defect of title are excluded.
- (6) In the event of fraudulent concealment of a defect or in the event of the assumption of a guarantee of a condition of the goods at the time of the transfer of risk within the meaning of § 433 of the German Civil Code (BGB), the rights of the Purchaser shall be governed exclusively by the statutory provisions.
- (7) The Purchaser shall be responsible for ensuring that the working drawings they submit do not infringe the industrial property rights of third parties; they shall indemnify us in the event of recourse claims.

§14 Tools

- (1) With the payment of tool costs, the buyer only acquires the right to the parts are manufactured exclusively for they buyer with these tools.
- (2) Tools remain our property and in our possession at all times.
- (3) After the expiry of three years after the last production of parts with the tools manufactured by us, we are entitled to scrap tools without prior notice.

§ 15 Assignments

- (1) The Purchaser may not assign rights under the contract. This applies in particular to warranty claims.
- (2) We are entitled to assign our claims against the Purchaser to third parties.

§16 Miscellaneous

- (1) The substantive law of the Federal Republic of Germany shall apply to all legal relationships established by the sale, to the exclusion of its rules of reference of private international law and the rules of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of jurisdiction for both parties is our place of business. If we act as plaintiff, we shall also be entitled to bring an action at the Purchaser's place of business.
- (3) The Purchaser shall bear all fees, costs and expenses incurred in connection with any legally successful legal action against the Purchaser outside Germany.