

GENERAL TERMS AND CONDITIONS OF SALE OF PRÄZI-FLACHSTAHL AG

AS OF: 01.10.2022

1. SCOPE OF APPLICATION, FORM

- 1.1. These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with our customers. The GTCS shall only apply if the customer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- 1.2. The GTCS apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the customer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- 1.3. Our GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if the customer refers to its GTCs in the context of the order and we do not expressly object to them.
- 1.4. Individual agreements (e.g., framework supply agreements, quality assurance agreements) and details in our order confirmation shall take precedence over the GTCS. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.5. Legally relevant declarations and notifications by the customer in relation to the contract (e.g., setting of deadlines, notification of defects, withdrawal, or reduction) must be made in writing. Written form within the meaning of these GTCS includes written and text form (e.g., letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.
- 1.6. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

2. CONCLUSION OF CONTRACT

- 2.1. Our offers are subject to change and non-binding. This shall also apply if we have provided the customer with catalogs, technical documentation (e.g., drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or

documents - also in electronic form – to which we reserve ownership rights and copyrights.

- 2.2. The order of the goods by the customer shall be deemed a binding offer of contract. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 2 weeks of its receipt by us.
- 2.3. Acceptance can be declared either in writing (e.g., by order confirmation) or by delivery of the goods to the customer.
- 2.4. If special dimensions or custom-made products are ordered, the delivery may reasonably exceed or fall short of the order quantity (maximum 10%).

3. DELIVERY PERIOD AND DELAY IN DELIVERY

- 3.1. The delivery period shall be agreed individually or specified by us upon acceptance of the order. The delivery periods stated by us shall apply subject to the timely receipt of all documents to be supplied by the customer (including drawings) which are necessary for the delivery and, if a down payment has been agreed, receipt of the down payment amount.
- 3.2. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this immediately and at the same time inform the customer of the expected new delivery deadline. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any consideration already provided by the customer. Non-availability of the service exists, for example, in the event of late delivery by our suppliers, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure or if we are not obliged to procure in individual cases.
- 3.3. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the customer is required.
- 3.4. The rights of the customer pursuant to Section 8 of these GTCS and our statutory rights, in particular

4. DELIVERY, TRANSFER OF RISK, ACCEPTANCE, DEFAULT OF ACCEPTANCE

- 4.1. Delivery shall be ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods will be shipped to another destination (sales shipment). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
- 4.2. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to conduct the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply to an agreed acceptance accordingly. If the customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

- 4.3. If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g., storage costs). For this we charge a lump-sum compensation of 0.5% of the net price (delivery value) per completed calendar week of delay, but in total no more than 5% of the delivery value of the goods accepted late or no more than 10% of the delivery value in the event of final non-acceptance, beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum.
- 4.4. The seller is entitled to make partial deliveries if the partial delivery can be used by the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not incur any significant additional work or additional costs as a result (unless the seller agrees to bear these costs).

5. PRICES AND TERMS OF PAYMENT

- 5.1. Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, plus statutory VAT.
- 5.2. In the case of sale by delivery to a place other than the place of performance (Section 4.1.), the customer shall bear the transportation costs ex warehouse and the costs of any transportation insurance requested by the customer.
- 5.3. The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the goods. However, we are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
- 5.4. The customer shall be in default upon expiry of the above payment deadline. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damages caused by default. Our claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected.
- 5.5. The customer shall only be entitled to rights of set-off or retention to the extent that his claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counter-rights shall remain unaffected, in particular pursuant to Section 7.5. sentence two of these GTCS.
- 5.6. If it becomes apparent after conclusion of the contract (e.g., through an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardized by the customer's inability to pay, we shall be entitled in accordance with the statutory provisions to. We are entitled to refuse performance and - if necessary, after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

6. RETENTION OF TITLE

- 6.1. We reserve title to the goods sold until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).
- 6.2. The customer must treat the reserved goods with care. He must insure them adequately at his own expense against fire, water, and theft at replacement value. If maintenance and inspection work become necessary, the customer must carry it out in good time at his own expense.
- 6.3. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The customer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to us (e.g., seizures).
- 6.4. If the customer acts in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not at the same time include a declaration of withdrawal; rather, we are entitled to demand only the return of the goods and reserve the right to withdraw from the contract. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.
- 6.5. The customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business until revoked in accordance with (c) below. In this case, the following provisions shall apply in addition.
 - (a) The retention of title shall extend to the full value of the products resulting from the processing, mixing, or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing, or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. The customer shall hold the resulting sole ownership or co-ownership of an item for us. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
 - (b) The customer hereby assigns to us as security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the customer set out in clause 6.3 shall also apply with regard to the assigned claims.
 - (c) The customer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations to us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with clause 6.4. If this is the case, however, we may 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. In this case, we shall also be entitled to revoke the customer's authorization to resell and process the goods subject to retention of title.

- (d) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

7. CLAIMS FOR DEFECTS BY THE CUSTOMER

- 7.1. The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below. In all cases, the special statutory provisions on the reimbursement of expenses in the event of final delivery of the newly manufactured goods to a consumer (supplier recourse pursuant to Sections 478, 445a, 445b) shall remain unaffected, unless equivalent compensation has been agreed, e.g. as part of a quality assurance agreement.
- 7.2. The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract, or which were made public by us (in particular in catalogs or on our Internet homepage) at the time of conclusion of the contract shall be deemed to be an agreement on quality in this sense. As far as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 (3) BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the goods, shall take precedence over statements made by other third parties.
- 7.3. We are generally not liable for defects that the customer is aware of or is grossly negligent in not being aware of when the contract is concluded (Section 442 BGB). Furthermore, the customer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (§§ 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must always be conducted immediately before processing. If a defect is discovered during delivery, inspection or at any later time, we must be notified immediately in writing. In any case, obvious defects must be reported in writing within five working days of delivery and defects not recognizable during the inspection within the same period from discovery. If the customer fails to conduct the proper inspection and/or report defects, our liability for the customer shall not be entitled to claim compensation for the defect not notified or not notified in good time or not properly notified in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the customer shall in particular not be entitled to claim compensation for the corresponding costs ("removal and installation costs").
- 7.4. If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the customer in the individual case, the customer may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

- 7.5. We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable portion of the purchase price in relation to the defect.
- 7.6. The customer must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us at our request in accordance with the statutory provisions; however, the customer shall not be entitled to return the item. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if we were not originally obliged to perform these services; the customer's claims for reimbursement of corresponding costs ("dismantling and assembly costs") shall remain unaffected.
- 7.7. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs as well as any dismantling and installation costs, in accordance with the statutory provisions and these GTCS, if a defect actually exists. Otherwise, we may demand reimbursement from the customer for the costs arising from the unjustified request to remedy the defect if the customer knew or was negligently unaware that there was in fact no defect.
- 7.8. In urgent cases, e.g., if operational safety is at risk or to prevent disproportionate damage, the customer has the right to remedy the defect himself and to demand compensation from us for the expenses objectively necessary for this. We must be notified immediately, if possible, in advance, of any such self-remedy. The right to self-remedy shall not apply if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
- 7.9. If a reasonable deadline to be set by the customer for subsequent performance has expired unsuccessfully or is dispensable in accordance with the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.
- 7.10. Claims from the customer for damages or reimbursement of futile expenses shall only exist in accordance with Section 8, even in the case of defects, and are otherwise excluded.

8. OTHER LIABILITY

- 8.1. Unless otherwise stated in these GTCS, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 8.2. We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), for a) for damages resulting from injury to life, limb or health, b) for damages arising from the breach of an essential contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly

relies and may rely); in this case, however, our liability is limited to compensation for foreseeable, typically occurring damages.

- 8.3. The limitations of liability resulting from Section 8.2. shall also apply to third parties and in the event of breaches of duty by persons (including in their favor) whose fault we are responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the customer under the Product Liability Act.
- 8.4. The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

9. STATUTE OF LIMITATIONS

- 9.1. Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. Further special statutory provisions on the limitation period remain unaffected (in particular § 438 Para. 1 No. 1, Para. 1 No. 2, Para. 3, §§ 444, 445b BGB).
- 9.2. The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The customer's claims for damages pursuant to Section 8.2. sentence one and Section 8.2. sentence 2 (a) and pursuant to the German Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

10. EXPORT CONTROL

- 10.1. Our performance of the contract is subject to the proviso that there are no obstacles to performance due to national and international regulations of export and import law and no other statutory provisions. The customer undertakes in the event of complying with the national and international (re-)export control regulations when passing on our goods to third parties. In any case, he must observe and comply with the (re-)export control regulations of the Federal Republic of Germany, those of the European Union and those of the United States of America when passing on our goods and, if applicable, providing work and other services in connection with our goods to third parties.
- 10.2. In particular, the customer undertakes to us, - that he does not violate an embargo of the European Union, the United States of America and/or the United Nations by passing on our goods to third parties, by brokering contracts for our goods or, if applicable, work and services and by providing other economic resources in connection with our goods, work and services - also taking into account any restrictions on domestic business and any prohibitions on circumvention; - that before selling our goods to third parties, as well as before providing related work and services to third parties, he ensures that the end use of our goods and, if applicable,

work and services is not intended for a prohibited use or a use requiring authorization for armaments, nuclear or weapons technology, unless a corresponding, valid authorization has already been obtained in advance; - to comply with the rules and regulations of all sanctions lists of the European Union and the United States of America, as amended, regarding business transactions with companies, persons or organizations named in the sanctions lists.

10.3. In the event that an export control audit is carried out by the authorities or by us internally, the customer undertakes to provide us immediately upon request with all information concerning in particular - the final recipient, - the final destination and - the intended use of the goods delivered by us or the work and services provided by us, if applicable.

10.4. In the event of non-compliance with the export control obligations set out in this clause ten, the customer shall indemnify us in full against all claims asserted by the authorities or other third parties due to violation of foreign trade regulations by the recipient. Furthermore, the customer undertakes to reimburse us immediately for all damages and expenses incurred in this connection, including legal fees.

11. PROPERTY RIGHTS, OBLIGATION OF THE CUSTOMER TO CHECK

The customer is obliged to ensure that the items commissioned to us in accordance with his drawings or specifications do not infringe any third-party property rights within the scope of these customer specifications. In the event of a breach of this obligation, the customer shall indemnify us against the claims, which are asserted against us by third parties due to the infringement of property rights. This shall not apply if the customer is not responsible for the infringement.

12. CHOICE OF LAW AND PLACE OF JURISDICTION

12.1. These GTCS and the contractual relationship between us and the customer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods.

12.2. 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 Everswinkel. The same applies if the customer is an entrepreneur within the meaning of § 14 BGB. However, in all cases we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or an overriding individual agreement or at the customer's general place of authority. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.