General Terms and Conditions of Sale (GTC) for Deliveries and Services

(September 2026)

1. Scope

These Terms and Conditions of Sale apply exclusively to businesses as defined in Section 310(1) of the German Civil Code (BGB).

2. Contractual Scope

2.1 We deliver goods and provide services in accordance with our written order confirmation and these General Terms and Conditions of Sale. The following provisions regarding deliveries therefore apply mutatis mutandis to other services as well.

2.2 Any terms and conditions of the purchaser that conflict with or deviate from these General Terms and Conditions of Sale shall only be binding on us if we expressly acknowledge them in writing.

2.3 The delivery contract shall remain valid even if individual provisions are invalid. The buyer may not assign rights arising from the contract. These General Terms and Conditions of Sale also apply to all future transactions with the buyer, provided they involve legal transactions of a similar nature.

3. Price and Payments

3.1 Quotations are subject to change without notice. Our prices are based on the cost structure specified in the order confirmation and do not include taxes and other duties applicable in the country of destination. These shall be borne by the buyer, unless otherwise agreed. Metal price fixings cannot be changed retroactively. The specification of the metal price fixing must be provided at short notice. Acceptance must take place within 3 months of the fixation date specified in the metal price fixation, unless otherwise agreed. If acceptance does not occur within this period, we are entitled, as of the due date, to claim damages for the remaining quantity, to make the quantity not yet accepted available, and to invoice it for immediate payment, including any price adjustments.

The terms of payment, the determination of the processing and material prices applicable to the order, as well as the handling of packaging and the allocation of freight charges, are governed by our currently valid price lists/price calculations for the order, which in this respect form an integral part of these General Terms and Conditions of Sale or the contract.

3.2 We reserve the right, at our reasonable discretion, to adjust our prices in response to changes in external costs—for which we are not responsible and the extent of which could not have been foreseen at the time the contract was concluded—that are relevant to the price calculation. A price increase may be considered and must be implemented if, for example, the costs of procuring raw materials (e.g., transportation or packaging costs), the costs of procuring energy (e.g., electricity or gas), or costs resulting from government regulations (e.g., changes in tax measures and environmental levies or government market regulations such as the setting of new minimum prices), and the effects of force majeure (e.g., pandemics, epidemics, war, strikes, etc.) lead to a changed cost situation. Increases in these external cost factors shall be used to justify a price increase to a reasonable extent, particularly taking into account the respective balance between performance and consideration as well as the interests of the purchaser. Corresponding cost reductions shall be taken into account in reducing the price according to the same criteria. Cost increases and cost reductions shall be offset against one another. The customer is entitled to provide evidence of lower increases in external cost factors or higher cost reductions and price discounts.

3.3 In the event of a customs duty increase, the respective price shall increase by an amount corresponding to the increase in the customs duty. In the event of a reduction or elimination of the customs duty, the respective price shall be reduced accordingly. The purchaser is entitled to provide evidence of a lower customs duty.

3.4 Payment of the purchase price must be made exclusively to one of our accounts. Unless otherwise agreed, the purchase price is due immediately upon delivery.

3.5 We grant a discount only if expressly agreed to in writing.

4. Delay in Payment and Default

4.1 The purchaser shall be in default of payment in accordance with statutory provisions; a reminder is not required, in particular, if a specific calendar date has been set for payment.

In the event of default, all of our claims become due. The purchaser may no longer sell the goods that are our property or co-property and is obligated to provide us with security. The rules regarding separate storage set forth in Section 18.1 apply. Furthermore, we are entitled to unilaterally amend the payment terms for ongoing orders with this customer. The same applies if, after the conclusion of the contract, circumstances come to light that justify reasonable doubt regarding the customer's insolvency or creditworthiness.

4.2 Without prejudice to other claims arising from late payment, we are entitled to interest on our claim at a rate of 9 percentage points above the base interest rate as of the due date.

4.3 The customer grants us a lien on the materials provided to us for the performance of the order and on any claims arising in their place, to secure all present and future claims arising from the business relationship with the customer. If the customer defaults on payment or if, after the conclusion of the contract, circumstances arise that justify reasonable doubt regarding the customer's solvency or creditworthiness, we are entitled—once the collateral is ready for realization, following prior notice, and subject to compliance with the statutory requirements—to sell the collateraled material on the open market. The valuation shall be based on the market price prevailing on the date of sale (quotation on the London Metal Exchange); in the absence of a market quotation, the average German market price prevailing on that date shall apply. at the time of sale

5. Set-off, Rights of Retention, and Assignment

5.1 The customer is entitled to set off claims only if its counterclaims have been legally established or are undisputed. The customer is authorized to exercise a right of retention only to the extent that its counterclaim is based on the same contractual relationship.

5.2 The customer hereby expressly agrees that we may assign our payment claims arising from the respective order/contract to third parties for financing purposes (e.g., factoring).

6. Obligation to Deliver

6.1 Upon expiration of an agreed call-off or acceptance period, we are no longer obligated to deliver, subject to any further rights we may have. Partial deliveries are permitted to the extent that they are reasonable for the purchaser.

6.2 Our obligation to deliver is subject to timely and proper supply from our own suppliers, provided that we have procured the necessary goods in a timely and proper manner and that we are not responsible for any late, incorrect, or failed supply from our own suppliers.

6.3 We may withdraw from the contract, demand advance payments, or make our delivery contingent upon the provision of security if, after the conclusion of the contract, we become aware of circumstances that justify reasonable doubt regarding the purchaser's creditworthiness or solvency. These rights apply in particular if due receivables are not settled within a reasonable period despite a reminder.

6.4 Our performance of the contract is subject to the condition that no obstacles to performance exist due to national or international foreign trade regulations, nor any embargoes and/or other sanctions. To the extent that the performance of the contract is prohibited, restricted, or made unreasonably difficult for us due to such regulations or measures, we are released from our obligation to perform for the duration and to the extent of the impediment. If the impediment is not merely temporary, we are entitled to withdraw from the unfulfilled portion of the contract.

7. Delivery Period

7.1 Delivery periods and dates shall only constitute a binding delivery time if they have been expressly agreed upon as such; otherwise, delivery periods and dates are non-binding. The commencement of the delivery period specified by us is contingent upon the clarification of all technical issues as well as the timely and proper fulfillment of the purchaser's obligations. We reserve the right to raise the defense of non-performance of the contract. If the purchaser is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for the damages incurred by us in this regard, including any additional expenses. We reserve the right to assert further claims.

7.2 If a delivery period has been agreed upon as binding and a case of force majeure or any other obstacle to performance pursuant to Section 8.3 occurs, the delivery period shall be extended by the duration of the disruption plus a reasonable restart period.

7.3 We shall be in default in accordance with statutory provisions to the extent that the delay is attributable to us. To the extent that a written demand is required by law, default shall be contingent upon the customer issuing such a demand after the due date. Our rights arising from a breach by the customer of its obligations to cooperate, make payment, or fulfill other contractual obligations remain unaffected.

8. Place of Performance, Transfer of Risk, and Force Majeure

8.1 The place of performance for delivery is the location of our respective manufacturing plant. The place of performance for payment is our principal place of business.

8.2 Unless otherwise agreed—in particular through the agreement of an Incoterms® clause—risk shall pass to the purchaser no later than when the goods leave the manufacturing facility. In the event of agreed pickup, or if shipment is delayed at the purchaser's request or for reasons attributable to the purchaser, risk shall pass to the purchaser upon notification that the goods are ready for pickup or shipment.

8.3 Force majeure refers to circumstances and events that could not be prevented through the exercise of due diligence in business management or overcome by economically reasonable means. Force majeure of any kind, unforeseeable operational, traffic, or shipping disruptions, fire damage, floods, extraordinary shortages of labor, energy, raw materials, or auxiliary materials for which we are not responsible, strikes, lockouts, government orders, embargoes, sanctions, export or import restrictions, or other obstacles for which we are not responsible that reduce, delay, prevent, or render unreasonable the production, shipment, acceptance, or consumption, as well as corresponding disruptions at our suppliers or other companies in the supply chain, shall release us from our obligation to deliver or accept for the duration and to the extent of the disruption. Agreed delivery deadlines shall be extended by the duration of the disruption plus a reasonable restart period. If, as a result of the disruption, delivery and/or acceptance is delayed by more than eight weeks, we shall be entitled to withdraw from the unfulfilled portion of the contract. In the event of a partial or complete loss of our sources of supply, or if necessary raw materials, input materials, or other sources of supply are available only under economically unreasonable conditions, we are not obligated to procure supplies from third-party suppliers. In this case, we are entitled to allocate the available quantities of goods while giving reasonable consideration to our own needs. Claims for damages by the customer due to delays or non-performance caused by the impediment to performance are excluded, provided that we are not at fault and no mandatory statutory liability applies.

9. Packaging Materials

Unless otherwise agreed, we will accept the return of packaging materials only to the extent that we are obligated to do so under applicable laws, in particular the Packaging Act (VerpackG).

10. Warranty for Material Defects and Notice of Defects

10.1 The purchaser's warranty rights are contingent upon the purchaser having duly fulfilled its obligations to inspect the goods and

give notice of defects pursuant to § 377 of the German Commercial Code (HGB). Should complaints arise despite the utmost care, obvious defects must be reported immediately upon delivery and hidden defects immediately upon their discovery, in accordance with § 377 HGB; otherwise, the goods shall be deemed accepted.

10.2 Claims for material defects expire 12 months after delivery of the goods we supplied to our customer, unless the law mandatorily provides otherwise. The warranty is excluded for used goods. Our consent must be obtained before any return of the goods.

10.3 If, despite all due care on our part, the delivered goods exhibit a defect that already existed at the time of transfer of risk, we will, subject to a timely notice of defect, at our discretion either repair the goods or deliver replacement goods. We must always be given the opportunity to remedy the defect within a reasonable period.

10.4 If the remedy fails, the customer may—without prejudice to any claims for damages—withdraw from the contract or reduce the payment.

10.5 All claims for defects require that the defect be reported to us immediately upon discovery and that a sample of the goods in question be made available to us. In the case of only a minor breach of duty, the customer's right to rescind the contract is excluded. Furthermore, claims for defects do not apply in cases of natural wear and tear or damage arising after the transfer of risk as a result of improper or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building site conditions, or due to special external influences not provided for in the contract. If the purchaser or third parties perform improper repair work or modifications, no claims for defects shall exist with respect to such work or modifications or the resulting consequences.

10.6 Claims by the purchaser for expenses necessary for the purpose of subsequent performance—in particular, transportation, travel, labor, and material costs—are excluded to the extent that such expenses increase because the goods delivered by us were subsequently moved to a location other than the purchaser's place of business, unless such movement is in accordance with their intended use.

10.7 The purchaser's claims for recourse against us shall exist only to the extent that the purchaser has not entered into any agreements with its customer that go beyond the mandatory statutory claims for defects. Furthermore, Section 10.6 shall apply mutatis mutandis to the scope of the purchaser's claim for recourse against us.

10.8 Any claims by the purchaser against us and our vicarious agents arising from a material defect that go beyond or differ from those set forth in this Section 10 are excluded.

10.9 For other claims for damages and reimbursement of expenses by the purchaser, the provisions of Section 12 shall apply.

10.10 In the event of fraudulent concealment of a defect or in the event that a guarantee is assumed regarding the quality of the goods at the time of the transfer of risk within the meaning of § 443 BGB (a statement by the seller that the purchased item possesses a certain characteristic at the time of transfer of risk and that the seller assumes liability, regardless of fault, for all consequences of its absence), the purchaser's rights shall be governed exclusively by the statutory provisions.

11. Industrial Property Rights and Copyrights; Legal Defects

11.1 Unless otherwise agreed, we are obligated to deliver the goods free of third-party industrial property rights and copyrights (hereinafter "property rights") solely within the country of the place of delivery. If a third party asserts justified claims against the purchaser due to an infringement of intellectual property rights caused by deliveries made by us and used in accordance with the contract, we shall be liable to the purchaser within the period specified in Section 10.1 as follows:

- **a.** At our discretion and at our expense, we will either replace the affected deliveries, obtain a license to use them, or modify them so that the intellectual property right is not infringed. If we are unable to do so under reasonable terms, the purchaser is entitled to the statutory rights of rescission and reduction. The purchaser may not claim compensation for futile expenses.
- **b.** The provisions of Section 12 apply to any claims for damages.
- **c.** Our obligations set forth above shall apply only to the extent that the purchaser promptly and fully informs us of the claims asserted by the third party. If the purchaser ceases use of the delivery for the purpose of mitigating damages or for other important reasons, the purchaser is obligated to inform the third party that the cessation of use does not constitute an admission of an infringement of intellectual property rights.

11.2 Claims by the purchaser are excluded to the extent that the purchaser is responsible for the intellectual property rights infringement.

11.3 Claims by the purchaser are further excluded to the extent that the infringement of intellectual property rights is caused by specific requirements of the purchaser, by an application that we could not have foreseen, or by the fact that the delivery has been modified by the purchaser or used in conjunction with goods not supplied by us.

11.4 In the event of intellectual property rights infringements, the provisions of Sections 10.3 and 10.7 shall apply mutatis mutandis to the purchaser's claims set forth in Section 11.1(a).

11.5 In the event of other defects of title, the provisions of Section 10 shall apply mutatis mutandis.

11.6 Any claims by the purchaser against us and our agents that go beyond or differ from those set forth in this Section 11 due to a legal defect are excluded.

11.7 In the event of fraudulent concealment of a defect or in the event that a guarantee is given regarding the quality of the goods at the time of the transfer of risk within the meaning of § 443 BGB (a statement by the seller that the purchased item possesses a certain characteristic at the time of transfer of risk and that the seller assumes liability, regardless of fault, for all consequences of its absence), the purchaser's rights are governed exclusively by the statutory provisions.

12. Other Claims for Damages

12.1 In the event of a breach of pre-contractual, contractual, and/or non-contractual obligations—including in the case of a defective

delivery, tort, or product liability—we shall be liable for damages and reimbursement of expenses—subject to further contractual or statutory liability requirements—only in cases of willful misconduct or gross negligence. In the event of a breach of a material contractual obligation (a contractual obligation whose breach jeopardizes the achievement of the purpose of the contract), we are liable in cases of slight negligence. However, our liability—except in cases of willful misconduct and gross negligence—is limited to the damages typical for this type of contract and foreseeable at the time the contract was concluded. The customer may not claim reimbursement for futile expenses.

12.2 In the event of a delay in delivery for which we are responsible, we shall pay lump-sum damages for each full week of delay in the amount of 0.5% of the value of the delayed delivery, up to a maximum of 5% of the sales price of the delayed delivery.

12.3 Neither party shall be liable to the other (regardless of the circumstances and irrespective of the legal basis) for indirect damages and/or consequential damages, to the extent permitted by law.

12.4 Except in cases of breach of material contractual obligations, liability for slight negligence is excluded. The provision of Section 12.2 remains unaffected.

12.5 The exclusions and limitations of liability contained in the provisions of Sections 12.1 through 12.3 do not apply in cases of willful misconduct or gross negligence, in the event of the assumption of a warranty for the quality of the goods within the meaning of § 443 of the German Civil Code (BGB), in the event of fraudulent concealment of a defect, in the event of damages resulting from injury to life, limb, or health, or in the event of mandatory liability under the Product Liability Act.

12.6 Our total liability arising from and in connection with the respective order—regardless of the legal basis—is limited to the net order value of the delivery or partial performance affected by the event giving rise to liability. The foregoing limitation of liability does not apply in cases of willful misconduct or gross negligence, in cases of injury to life, limb, or health, in cases where a guarantee has been assumed, in cases of fraudulent concealment of a defect, or in cases of mandatory statutory liability.

13. Inspection and Acceptance of Goods

Any agreed-upon acceptance of goods under special inspection conditions must be carried out at our plant. The costs for the acceptance inspectors shall be borne by the purchaser. If the purchaser fails to conduct this inspection, the goods shall be deemed to have been delivered in accordance with the contract when they leave our plant.

14. Binding Nature of Drawings, Illustrations, Dimensions, and Weights

Drawings, illustrations, dimensions, and weights are only approximate unless they have been expressly designated as binding. Deviations of up to 10% in weight, quantity, or dimensions are permitted, provided that such deviations do not conflict with DIN/EN standards. For the delivery of goods, we reserve the right to make deviations in diameter, weight, or construction due to raw materials or manufacturing processes; standard industry over- or under-lengths are permissible. The purchaser is responsible for ensuring that the design drawings provided by them do not infringe on the intellectual property rights of third parties; the purchaser must indemnify us against any claims for recourse.

15. Documents

We reserve all rights of ownership and copyright in all documents provided to the purchaser in connection with the placement of the order, such as cost estimates and drawings. These documents may not be made available to third parties unless we grant the purchaser our express written consent to do so. If we do not accept the purchaser's offer, these documents must be returned to us immediately.

16. Nature of the Goods, Technical Advice, Use, and Processing

16.1 Information regarding the scope of delivery, dimensions, weights, materials, appearance, and performance is provided for the purpose of identifying the delivered goods and does not constitute a guarantee of quality or durability. Any guarantee must be expressly provided in writing to be legally valid. If the goods lack a guaranteed characteristic at the time of transfer of risk, the purchaser's rights shall be governed exclusively by the provisions of law. Under no circumstances shall a characteristic be deemed guaranteed if it is determined only after mixing or combining with other substances or objects. Public statements, promotional claims, or advertising do not constitute specifications regarding the quality of our products.

16.2 Our technical application advice, whether verbal, written, or provided through testing, is given to the best of our knowledge; however, it is to be considered only as non-binding guidance—including with respect to any third-party intellectual property rights—and does not relieve the purchaser from conducting its own tests and trials of the products we supply to verify their suitability for the purchaser's intended processes and specific applications. The application, use, and processing of the products take place beyond our control and are therefore the sole responsibility of the purchaser.

17. Rights to Tools

By reimbursing a portion of the costs for tools, the purchaser does not acquire any rights to the tools.

18. Retention of Title

18.1 The goods remain our property until full payment of all our claims, including those arising in the future. As long as ownership has not yet been transferred to the purchaser, the purchaser is obligated to store the goods separately and to handle them with care. The purchaser is entitled to process and sell the goods subject to the following provisions: To the extent that the goods are further processed or transformed by the purchaser, we are deemed the manufacturer within the meaning of § 950 of the German Civil Code (BGB) and acquire ownership of the intermediate or final products. The purchaser shall carry out the processing or transformation of the purchased goods on our behalf, without this giving rise to any obligations on our part. The processor acts solely as a custodian. If the goods subject to retention of title are combined with or processed into other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title relative to the other items.

18.2 The goods may be sold only in the ordinary and proper course of business and only if claims arising from resales have not been

previously assigned to third parties. The claims to which the purchaser is entitled from the resale shall be deemed assigned to us upon conclusion of the purchase contract with us, even to the extent that our goods have been combined with or processed into other items. In this case, the assigned claims shall serve as security for us only up to the value of the reserved goods sold in each instance. The purchaser is entitled to collect the receivables himself as long as we have not issued him any instructions to the contrary. He must immediately remit the amounts collected by him to us to the extent that our claims are due. However, the purchaser is obligated, upon request, to identify the third-party debtors to us and to notify them of the assignment. Our right to collect the receivable ourselves remains unaffected. However, we will not collect the receivable as long as the purchaser meets its 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 or payments have been suspended.

18.3 Pledging or transfer of ownership by way of security of the goods subject to retention of title or the assigned claims is prohibited. The purchaser must immediately notify us in writing of any third-party claims to the goods delivered under retention of title or to the assigned claims. To the extent that the third party is unable to reimburse us for the judicial or extrajudicial costs of a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO), the purchaser shall be liable for the loss incurred by us. We undertake to release the assigned receivables at our discretion to the extent that they exceed our secured claims by more than 20% and arise from fully paid deliveries.

18.4 In the event of breaches of obligation by the purchaser, in particular in the event of default in payment, we are entitled to rescind the contract in accordance with the statutory provisions. Upon rescission, we are entitled to take back the goods subject to retention of title, and the purchaser is obligated to surrender them.

18.5 If, in the case of sales abroad, the retention of title agreed upon in this Section 18 is not permissible with the same effect as under German law, the goods shall remain our property until all of our claims arising from the contractual relationship resulting from the sale of the goods have been paid. If this retention of title is also not permitted with the same effect as under German law, but the retention of other rights in the goods is permitted, we are authorized to exercise all such rights. The purchaser is obligated to cooperate with any measures we intend to take to protect our right of ownership or, in its place, any other right in the goods.

19. Notes on Electronic Commerce

If we enter into a contract pursuant to Sections 312i et seq. of the German Civil Code (BGB) for the delivery of goods or the provision of telecommunications or media services (an e-commerce contract), the customer waives his rights under Section 312i, paragraph 1, Nos. 1–4 of the German Civil Code (BGB), such as the provision and explanation of a system that allows the customer to detect and correct input errors before submitting their order.

20. Data Protection

For the purposes of the contractual relationship, the processing of personal data is carried out in accordance with applicable laws on the protection of personal data and, in particular, with the provisions of the General Data Protection Regulation (EU) 2016/679 (“GDPR”), including subsequent amendments and supplements, as well as other official regulations applicable to the processing in question.

21. Governing Law and Jurisdiction

21.1 All legal relationships arising from the purchase contract are governed exclusively by the substantive law of the Federal Republic of Germany, excluding its conflict-of-laws rules under private international law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (“CISG”).

The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is our place of business, to the extent that an agreement on the place of jurisdiction is legally permissible. However, we are also entitled to sue the purchaser at the purchaser’s general place of jurisdiction.