

## GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

As of: 1 Feb. 2024

### 1. Exclusive Application of these Terms and Conditions

These and all future supply relations with a merchant within the meaning of the *Handelsgesetzbuch* [German Commercial Code], a business owner within the meaning of Section 14 BGB [German Civil Code], a legal entity under public law or a special fund under public law to whom Sundwiger Messingwerk GmbH (hereinafter supplier) supplies goods or provides deliverables or services shall be subject exclusively to these General Terms and Conditions of Delivery and Payment. The purchaser's or contractual partner's terms and conditions of delivery are hereby objected to, except where they are consistent with these terms and conditions in terms of their content.

### 2. Conclusion of the Contract, Content of the Contract

2.1. Offers shall be subject to change without notice, unless the supplier has expressly declared these to be binding.

A contract shall be brought about only upon the supplier's written acknowledgement of the order or upon the sending of the goods or provision of the deliverable or service by the supplier.

2.2. Amendments or supplements to the contract must be in writing.

2.3. Documents attached to the offers shall serve merely to inform the purchaser and shall not establish a guarantee of quality.

2.4. The purchaser's rights arising from the contract shall not be transferable.

### 3. Metal Contracts

If the purchaser orders metal from the supplier for the purpose of the subsequent manufacture of semi-finished products by the supplier, or if the purchaser orders semi-finished products made out of metal to be obtained by the supplier ("metal contract"), the purchaser shall specify in the purchase order the delivery quantity (as a whole and, where applicable, the quantity of each individual subdelivery), the set delivery date (for each subdelivery where applicable) as well as the price where applicable (the pricing formula where applicable). Taking account of the supplier's processing times known to the purchaser, the purchaser shall provide the precise specifications of the semi-finished products in sufficient time to enable the supplier to deliver the semi-finished products by the agreed delivery date.

If the purchaser omits to provide the specifications of the semi-finished products (or omits to do so in due time), the supplier shall (a) be entitled to the agreed purchase price for the metal and/or (b) have the right to wholly or partly refuse to manufacture semi-finished products and/or (c) have, insofar as the manufacture still takes place, the right to demand compensation for any and all incurred costs of extending the hedging transaction. Such compensation for incurred costs of extending the hedging transaction may also be demanded by the supplier in the event of default in acceptance; the supplier's statutory rights in the event of default in acceptance shall remain unaffected.

If the supplier refuses to manufacture semi-finished products under (b) above, the metal shall be credited to the purchaser's metal account (UMA account) as soon as it has been fully paid for.

### 4. Modification Transactions

4.1. Metal for modification work ordered shall be made available to the supplier by the purchaser no later than six weeks before the set date for the delivery of the order.

4.2. The weights of the metal made available shall be determined exclusively on the basis of the supplier's measurements. If these deviate from the details provided by the customer, the supplier shall prove the weighing results by means of corresponding documents.

4.3. The purchaser warrants, in respect of the metal made available by it, that the quality shall meet the relevant DIN and/or EN standards.

4.4. The supplier reserves the right to offset due claims against the purchaser, at the current price then valid, against the purchaser's credit balance arising from the metal delivered.

### 5. Tool Costs

The purchaser shall not acquire any rights to tools as a result of its paying a share of the cost of tools. These shall remain the supplier's property.

### 6. Passage of Risk

Except where otherwise agreed upon between the parties in any individual case, delivery shall take place FCA (INCOTERMS in the latest version issued by the ICC at the time of contract conclusion).

### 7. Delivery

7.1. Subdeliveries shall be permissible, unless otherwise expressly agreed.

7.2. Delivery periods specified in the acknowledgement of the order shall relate to the point in time when the delivery leaves the supplier's works. They shall be non-binding and shall not establish a transaction where time is of the essence, unless otherwise expressly agreed. Notwithstanding the foregoing, adherence to the set delivery periods shall be conditional upon the purchaser having performed its contractual duties.

The set delivery periods shall be appropriately extended if the delivery is delayed due to unforeseen and unavoidable events, in particular any shortage of energy or raw materials, strike, lockout or official measures or due to late delivery or non-delivery of supplies. If the suspensions last longer than one month, or closures take place at the supplier's works or at the supplier's suppliers, or if extraordinary events beyond the supplier's control occur, not merely temporarily, the supplier shall be entitled to rescind the contract. In all aforementioned cases, the supplier shall inform the purchaser of the non-availability of the delivery without delay and, in the event of rescission, refund any counter-performance already made by the purchaser.

If the supplier defaults on delivery, the purchaser shall be entitled to set the supplier a reasonable grace period for delivery. If the delivery is not made, or is not properly made, within this period, the purchaser shall only be entitled to rescind the contract. The purchaser shall be entitled to the same right if, due to reasons attributable to the supplier, it becomes impossible for the supplier to perform. In the latter case, however, it shall not be necessary to set a grace period. Other claims on the basis of default or impossibility of delivery, in particular damage claims, are precluded; this shall not apply in cases of wrongful intent or gross negligence on the part of the supplier or its agents; in these cases, the supplier shall be liable without limitation in accordance with the statutory provisions.

7.3. If a period for acceptance has been set, the supplier shall not be under any obligation to make deliveries after this period has expired.

### 8. Incoming Inspection, Notification of Defects, Liability for Defects and other Liability

8.1. The assertion of defect-related claims by the purchaser shall be conditional upon the purchaser having complied with its statutory obligations to carry out an inspection and give notification of defects (Sections 377, 381 HGB). In the case of building materials or other goods that are intended for installation or for any other type of further processing, an inspection shall invariably be carried out immediately prior to the processing. If a defect is apparent upon delivery or inspection or at any other subsequent point in time, the supplier shall be notified thereof without delay. In any event, apparent defects shall be reported within 6 working days of delivery, and defects not detectable upon inspection shall be reported within the same period from the time of discovery. If the purchaser omits to properly inspect the goods and/or give notification of defects, the supplier's liability for the defect not reported, not reported in due time or not properly reported shall be precluded in accordance with the statutory provisions.

8.2. a. In the case of defects reported properly and in due time, the purchaser shall be entitled to rectification or replacement ("supplementary performance") as chosen by the supplier. Except where otherwise agreed upon between the parties, the place of fulfilment of such claim to supplementary performance shall be the same as the place of fulfilment of the original claim to performance. If such supplementary performance fails twice, the purchaser may, at its option, either reduce the purchase price to a reasonable extent or rescind the contract.

b. Additionally, if the supplier culpably breaches duties material to the contract, the purchaser may demand compensation for any damage or loss that, at the time of the conclusion of the contract, the supplier foresaw as a potential consequence of the breach of contract or ought to have foreseen, taking into account the circumstances that the supplier was aware of or ought to have been aware of. Duties material to the contract within the above meaning are duties whose performance enables the proper implementation of the contract in the first place and whose fulfilment may normally be relied upon by the purchaser. Furthermore, the purchaser shall be entitled to unlimited damages in accordance with subsection 8.5.

8.3. In relation to companies, the limitation period for claims under subsection 8.2 above is 12 months. The limitation period shall begin upon the delivery or acceptance of the semi-finished products / the products.

8.4. 7.4. As a rule, the limitation period for the replacement delivery or for the rectified goods shall run until the original limitation period has expired, but shall be at least 3 months.

8.5. Beyond the damage claims under subsection 8.2.b., the purchaser may demand, without limitation, damages in accordance with the statutory provisions in the following cases:

- in cases of intentional or grossly negligent breach of duty by the supplier or its agents;
- in cases of mortal injury, physical injury or health damage;
- in cases of damage or loss under the *Produkthaftungsgesetz* [Product Liability Act]
- on the basis of other mandatory statutory provisions.

8.6. Apart from the purchaser's damage claims under subsections 8.2.b. and 8.5 above, claims of the purchaser to compensation for direct or indirect damage or loss, on whatever legal basis, including any compensation claims based on breach of pre-contractual duties or on the basis of tort, are precluded.

### 9. The Purchaser's Creditworthiness

The supplier's obligation to deliver shall be conditional upon the purchaser being absolutely creditworthy. If, after the conclusion of the contract, the supplier receives information that gives reason for justified doubts in this respect, the supplier may, at its option, either demand advance payment or the provision of security or, where payment other than cash payment has been agreed upon, demand cash payment or rescind the contract or refuse to perform and demand damages in lieu of performance.

Such doubts shall be justified in particular, but not exclusively, in the following cases: in the event of any material deterioration in the purchaser's financial circumstances, or if the purchaser pledges stock, claims or purchased goods or orders these as security for other creditors.

### 10. Retention of Title

10.1. The supplier shall retain title to the delivered goods until all claims accruing to it from the business relationship with the purchaser have been fulfilled.

10.2. Any reworking or processing by the purchaser shall be undertaken on behalf of the supplier without any obligations for the supplier ensuing therefrom. If the goods delivered are mixed or combined with other items, the purchaser shall assign to the supplier at the time of the conclusion of the supply contract its right to recover possession, its right of title and/or its right of joint title to the mixed stock or to the new item and shall hold the mixed stock or the new item in safekeeping for the supplier with commercial diligence.

10.3. The goods under retention of title may be resold by the purchaser only in the proper course of business. The purchaser hereby assigns to the supplier in advance as security for the supplier all claims that accrue to the purchaser from reselling or on any other legal basis. The purchaser shall be authorised to collect the assigned claims. If the supplier's claims are due, the purchaser shall keep collected amounts separately and immediately pass these on to the supplier. The purchaser shall immediately inform the supplier of third-party seizures of the goods that are under retention of title or of third-party seizures of the assigned claims. Any costs of intervening shall be borne by the purchaser.

- 10.4. If the value of the security provided exceeds the supplier's claims by more than 20 % in total, the supplier shall transfer security to this extent at the purchaser's request.
- 10.5. In the event of non-adherence to the payment terms, a material deterioration in the purchaser's financial circumstances, cessation of payments, the filing of an application for the institution of insolvency proceedings, dissolution of the purchaser's business or the opening of negotiations on the conclusion of a moratorium, the purchaser's rights to process and sell the goods that are under retention of title and collect the claims assigned above by the purchaser shall lapse. In this case, the supplier shall be entitled to take control of the goods. If the supplier makes use of this right, this shall only constitute rescission of the contract if the supplier expressly declares this. Storage costs, transportation costs and other costs arising as a result of repossession shall be borne by the purchaser. In such case, the purchaser shall, at the supplier's request, also inform the third-party debtors of the above-stipulated assignment of rights of title and claims and provide the supplier with the information and documents necessary for asserting its rights against the third-party debtors. With regard to the goods repossessed on the basis of the retention of title, the supplier may, instead of crediting these at the invoiced value, credit these at the current price prevailing at the time of their return or at the price that the supplier would be able to attain by means of their reasonable realisation or sale, but subject to the purchaser invariably bearing the cost of such sale.
- 11. Payment Terms and Legal Action Costs**
- 11.1. Invoices shall be settled within 30 days of delivery without any deduction. Default interest shall be charged at the statutory rate from the 31st day after delivery.
- 11.2. The purchaser shall not be entitled to retain payments; set-off shall be permissible only on the basis of claims that have been determined by a final and non-appealable court judgement or are undisputed. The supplier shall be entitled, regardless of the due date of the claims, to set off against claims of the purchaser to which the purchaser is entitled against companies with which the supplier is directly or indirectly associated.
- 11.3. If the purchaser's financial circumstances deteriorate, the supplier shall be entitled to declare immediately due all claims to which it is entitled against the purchaser and demand payment.
- 11.4. If a legal action in a jurisdiction outside of the Federal Republic of Germany is justified, necessary and essential as a result of or in connection with this contract, the purchaser shall indemnify the supplier against the necessary legal action costs arising in this respect.
- 12. Final Provisions**
- 12.1. The place of performance for all obligations ensuing from the contract is the supplier's works in Hemer.
- 12.2. This contractual relationship and all contractual relations ensuing in future, as well as all disputes ensuing therefrom or in connection therewith shall be subject to German law, excluding the UN Sales Convention.
- 12.3. If the contractual partner is a merchant within the meaning of the *Handelsgesetzbuch*, a legal entity under public law or a special fund under public law, Iserlohn shall be the place of performance and the exclusive - also internationally - place of jurisdiction for all disputes ensuing from the entire legal relations between the supplier and the contractual partner. The same shall apply accordingly if the contractual partner is a business owner within the meaning of Section 14 *BGB*. In all cases, however, the supplier shall also be entitled to bring an action at the contractual partner's place of general jurisdiction. Statutory provisions taking precedence, in particular those relating to exclusive jurisdiction, shall remain unaffected.
- 12.4. If individual provisions of these GT&Cs are or subsequently become wholly or partly ineffective or inoperable, this shall not affect the validity of the remainder of these GT&Cs. The parties shall, in such case, replace the ineffective or inoperable provision with an effective and operable provision that most closely reflects the purpose of the agreement.