

General Terms of Delivery of the company Arrandene MFG GmbH

(Established January 2024)

§ 1 General scope of application

(1) All deliveries, services and offers of Arrandene MFG GmbH (hereinafter "A-MFG") shall be governed exclusively by these General Terms and Conditions of Delivery. These Terms of Delivery are an integral part of all contracts that A-MFG concludes with its contractual partners (hereinafter also referred to as "Customer") for the deliveries or services offered by A-MFG. They shall also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed again.

(2) Terms and conditions of the Customer or third parties shall not apply, even if A-MFG does not separately object to their validity in individual cases. Even if A-MFG refers to a letter that contains or refers to the terms and conditions of the Customer or a third party, this shall not constitute any agreement to the validity of those terms and conditions.

§ 2 Offer and conclusion of a contract

(1) All offers from A-MFG are without obligation and non-binding to the extent that they are not expressly designated as binding or do not contain a certain acceptance period. A-MFG may accept orders or commissions within 14 days of receipt.

(2) Only the purchase contract concluded in writing, including the General Terms of Delivery shall be decisive for the legal relationship between A-MFG and customers. This contract is a complete reproduction of all agreements between the parties to the contract on the object of the contract. Verbal agreements made by A-MFG prior to the conclusion of this purchase contract are not legally binding and verbal agreements between the parties are replaced by the written contract, unless expressly agreed otherwise between the parties.

(3) Amendments and modifications of the agreements made including these General Terms of Delivery shall only valid if made in written form. Except for managing directors or authorized proxies (in German: Prokuristen) or separately authorized employees, the members of A-MFG are not entitled to make verbal agreements that deviate from the written agreement. Transmission by telecommunications, especially by fax or e-mail, is enough to ensure written form.

(4) Information provided by A-MFG on the object of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They are no guaranteed characteristics, but descriptions or identifications of the delivered goods or services. Deviations common in commerce and deviations that result from legal regulations or represent technical improvements, as well as the replacement of components with comparable components, are allowed to the extent that they do not interfere with usability for the purpose intended in the contract.

(5) A-MFG reserves the right of ownership or copyright to all offers and cost estimates submitted by A-MFG as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the Customer. The Customer is not permitted to disclose these objects as such or their content to third parties, make them known, use them itself or through third parties or reproduce them without A-MFG's express consent. At A-MFG's request, the Customer must return these objects to A-MFG in full and destroy any copies made if they are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This shall not apply to the storage of electronically provided data for the purpose of standard data backup.

§ 3 Price and payment

(1) Prices apply for the scope of services and deliveries listed in the order confirmation. Excess- or separate services are calculated separately. The prices are quoted in EUR ex works plus packaging, statutory VAT, customs duties for export deliveries as well as fees and other public charges.

(2) As far as the agreed prices are based on A-MFG's list prices and the delivery is to take place more than four months after conclusion of the contract, A-MFG's list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount).

(3) Invoice amounts must be paid within 14 days without any deductions, unless otherwise agreed in writing. The date of receipt by A-MFG shall be decisive for the date of payment. Payment by check shall be excluded unless agreed separately in individual cases. If the Customer fails to pay by the due date, the outstanding amounts shall bear interest at 5% p.a. from the due date; the right to claim higher interest and further damages in the event of default shall remain unaffected.

(4) Offsetting against counterclaims of the customer or the withholding of payments due to such claims is only permissible insofar as the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

(5) A-MFG shall be entitled to execute or provide outstanding deliveries or services only against advance payment or provision of security if A-MFG becomes aware of circumstances after conclusion of the contract which are likely to significantly reduce the creditworthiness of the Customer and which jeopardize the payment of A-MFG's outstanding claims by the Customer arising from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).

§ 4 Delivery and delivery period

(1) Deliveries are made ex works.

(2) Deadlines and dates for deliveries and services envisaged by A-MFG shall always be approximate only, unless a fixed deadline or a fixed date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with transportation, unless expressly stated otherwise by A-MFG.

(3) A-MFG is entitled - without prejudice to its rights arising from default on the part of the Customer - to demand from the Customer an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period in which the Customer fails to meet its contractual obligations towards A-MFG.

(4) A-MFG shall not be liable for inability to deliver or for delivery delays to the extent that these are caused by force majeure or other events unforeseeable at the moment of conclusion of the contract (e.g., all sorts of interruptions of operations, difficulties procuring material or energy, transportation delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulty procuring necessary official authorizations, pandemics or epidemics, measures of authorities or failure of suppliers to deliver or incorrect or late delivery despite a congruent covering transaction concluded by A-MFG) for which A-MFG is not responsible. If such events make the delivery or service significantly difficult or impossible to provide, and this interference is not of a merely temporary nature, A-MFG has the right to withdraw from the contract. In the event of obstacles of temporary duration, the delivery or service periods are extended or the deadlines are postponed by the duration of the interference plus an appropriate start-up period. To the extent that acceptance of the delivery or service cannot be expected of the customer due to the delay, he can withdraw from the contract by prompt written notice to A-MFG.

(5) A-MFG shall only be entitled to make partial deliveries if

- the partial delivery can be used by the customer in the context of the purpose intended in the contract,
- the delivery of the remaining ordered merchandise is ensured and
- no considerable additional labor or additional costs arise for the customer for this reason (unless A-MFG declares its willingness to pay these costs).

(6) If A-MFG is late in providing a delivery or service, or if provision of a delivery or service is impossible for A-MFG for whatever reason, then A-MFG's responsibility is limited to compensation for damages according to paragraph § 8 of these General Terms of Delivery.

§ 5 Place of performance, shipping, packaging, passing of risk, acceptance

(1) The place of performance for all obligations derived from the contractual relationship is the registered office of A-MFG, unless otherwise stipulated. If A-MFG is also responsible for the installation, the place of performance shall be the place where the installation is to be carried out.

(2) The types of shipping and packaging are subject to A-MFG's dutiful judgement.

(3) If shipment of the goods has been agreed and the seller has not assumed responsibility for transportation or installation, the risk shall pass to the Customer at the latest upon handover of the delivery item (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. If the dispatch or handover is delayed due to a circumstance caused by the Customer, the risk shall pass to the Customer from the day on which the delivery item is ready for dispatch and A-MFG has notified the Customer of this.

(4) Storage costs after passage of risk are paid by the customer. In the event of storage by A-MFG the storage costs amount to 0.25% of the invoice amount of the items to be stored per completed week. The claiming and documenting of further or lesser storage costs remain reserved.

(5) A-MFG only takes out an insurance policy for theft, damage from breakage, transport, fire and water and other insurable risks for shipments at the customer's express request and at his costs.

(6) If a formal acceptance must take place, the purchased item is considered to be accepted if

- the delivery and, if A-MFG is also responsible for the installation, the installation has been completed,
- A-MFG has informed the customer of the obligation of formal acceptance indicating the possibility of implied acceptance according to § 5 (6) and has requested formal acceptance,
- 12 working days have passed since delivery or installation or the customer has begun to use the purchased item (e.g., has begun to operate a system that is delivered) and in this case 6 days have passed since delivery or installation and
- the customer has omitted to grant formal acceptance within this period for another reason, such as due to a defect demonstrated to A-MFG that makes the use of the purchased item impossible or significantly hinders it.

§ 6 Warranty, material defect

(1) The warranty period shall be one year from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages by the Customer arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by A-MFG or its vicarious agents, which shall in each case become time-barred in accordance with the statutory provisions.

(2) The delivered objects must be carefully examined promptly after delivery to the customer or to the third parties indicated by him. They shall be deemed approved by the Customer regarding obvious defects or other defects which would have been recognizable in an immediate, careful inspection if A-MFG does not receive a written notice of defects within 7 working days after delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the Customer if A-MFG does not receive the notice of defects within 7 working days of the time at which the defect became apparent; however, if the defect was already apparent at an earlier time under normal use, this earlier time shall be decisive for the start of the notice period. At the request of A-MFG, a rejected delivery item shall be returned to A-MFG carriage paid. In the event of a justified notice of defects, A-MFG shall reimburse the costs of the most favorable shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.

(3) In the event of material defects in the delivered items, A-MFG is obliged and entitled according to its decision, which must be made within an appropriate period, to remedy defects or to make a replacement delivery. In the event of failure, i.e., of impossibility, unreasonableness, refusal or inappropriate delay in remediation of defects or replacement delivery, the customer can withdraw from the contract or reduce the purchase price by an appropriate amount.

(4) If a defect is the fault of A-MFG, the customer can demand compensation for damages under the prerequisites stipulated in § 8.

(5) In the case of defects in the items delivered by other manufacturers that A-MFG cannot remedy due to license rights or other essential reasons, A-MFG shall, at its own discretion, assert its warranty claims against the manufacturers and suppliers on behalf of the customer, or assign them to the

customer. Warranty claims against A-MFG shall only exist for such defects under the other conditions and in accordance with these General Terms and Conditions of Delivery if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the Customer against A-MFG shall be suspended.

(6) The warranty is inapplicable, if the customer modifies the delivered item without consent from A-MFG, or allows it to be altered by third parties, and the remediation is unreasonable or impossible due to difficulties derived from this. In any case, the Customer shall bear the additional costs of remedying the defect resulting from the modification.

(7) Any delivery of used objects agreed with the customer in individual cases shall be made to the exclusion of any warranty for material defects.

§ 7 Proprietary rights

(1) A-MFG vouches for the fact according to this § 7 that the delivered item is free from industrial property rights or copyrights of third parties. Each party to the contract will promptly inform the others in writing in the event that claims due to infringement of such rights are made against him.

(2) In the event that the delivered item infringes industrial property rights or copyrights of a third party, A-MFG shall at its discretion and at its costs modify or exchange the delivered item so that third parties' rights are no longer infringed, while the delivered item continues to perform the function agreed to in the contract, or procure the right of use for the Customer by concluding a license agreement with the third party. If A-MFG does not achieve this within an appropriate period, then the customer is entitled to withdraw from the contract or to reduce the purchase price correspondingly. The customer's possible claims for compensation for damages are subject to the restrictions of § 8 of these General Terms of Delivery.

(3) In the event of infringement of rights by products of other manufacturers supplied by A-MFG, A-MFG will at its own choice assert claims against the manufacturers and pre-suppliers on behalf of the customer or cede the claims to the customer. Claims against A-MFG exist in these cases in accordance with this § 7 only if the execution in court of the aforementioned claims against the manufacturers and pre-suppliers was unsuccessful, or, for example, due to insolvency was futile.

§ 8 Liability for damages due to fault

(1) A-MFG's liability for compensation to damages for any legal reason, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tort, shall be limited in accordance with this § 8 insofar as fault is involved.

(2) A-MFG shall not be liable in the event of simple negligence on the part of its bodies, legal representatives, employees or other vicarious agents, provided that this does not involve a breach of material contractual obligations. Material contractual obligations are the obligation to deliver and install the delivery item on time, its freedom from defects of legal rights and such material defects which impair its functionality or usability more than insignificantly, as well as obligations to provide advice, protection and care which are intended to enable the Customer to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the Customer's personnel or to protect the Customer's property from significant damage.

(3) To the extent that A-MFG is liable according to § 8 (2) in such cases for compensation for damages, this liability is limited to damages that A-MFG has predicted at the conclusion of the contract as possible results of infringement of contract or that it should have been able to predict with due diligence. Indirect damages and consequential damages that result from defects in the delivered item, are otherwise only subject to compensation to the extent that such damages are to be expected typically with intended use of the delivered item. The above provisions of this paragraph 3 shall not apply in the event of intentional or grossly negligent conduct on the part of members of A-MFG's executive bodies or senior executives.

(4) In the event of liability for simple negligence, A-MFG's obligation to pay compensation for property damage and any resulting further financial losses shall be limited to an amount of € 5,000,000.00 per claim, even if this involves a breach of material contractual obligations.

(5) The preceding exclusions from and restrictions on liability apply to the same extent in favor of A-MFG's bodies, legal representatives, employees or other agents.

(6) To the extent that A-MFG provides technical information or other advice, and this information or advice does not pertain to the scope of services that it owes and to which it is contractually obliged, it does so without remuneration and any liability for this reason is excluded.

(7) The restrictions of this § 8 do not apply for A-MFG's liability due to intentional acts, for guaranteed characteristics, due to injury to life, body or health or in accordance with the Product Liability Act.

§ 9 Reservation of title

(1) The reservation of title agreed below serves to secure all existing current and future claims of A-MFG against the Customer arising from the supply relationship between the contracting parties for raw materials of the metallurgical industry (including balance claims from a current account relationship limited to this supply relationship).

(2) The goods delivered by A-MFG to the Customer shall remain the property of A-MFG until all secured claims have been paid in full. The goods and the goods covered by the reservation of title which take their place in accordance with the following provisions are hereinafter referred to as "reserved goods".

(3) The Customer shall store the reserved goods free of charge for A-MFG.

(4) The Customer has the right to process and to sell the reserved goods until the moment when a claim is made against him (Paragraph 9) in regular course of business. Pledging and transfer by way of security are not permitted.

(5) If the reserved goods are processed by the Customer, it is agreed that the processing is carried out in the name and for the account of A-MFG as manufacturer and that the seller directly acquires ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that no such acquisition of ownership should occur for A-MFG, the Customer hereby transfers its future ownership or - in the above ratio - co-ownership of the newly created item to A-MFG as security. If the reserved goods are combined or inseparably mixed with other items to form a uniform item and if one of the items is to be regarded as the main item, so that A-MFG or the Customer acquires sole ownership, the party to whom the main item belongs shall transfer to the other party proportionate co-ownership of the uniform item in the ratio stated in Sentence 1.

(6) In the event of the further sale of the reserved goods, the Customer assigns to A-MFG already at this time as a security the payment claim derived from this against the Customer – in the case of co-ownership of the seller in the reserved goods in proportion to the co-ownership share. The same applies to other claims that take the place of the reserved goods or arise with respect to the reserved goods, such as e.g., insurance claims or other claims due to unlawful acts in cases of loss or destruction. The Seller confers revocable authority on the Customer to collect the payment claims ceded to A-MFG in his own name. The Seller may revoke this authority to collect only in case of an enforcement event.

(7) If third parties lay claim to the reserved goods, especially by pledging, the Customer will promptly inform them of A-MFG's ownership and notify A-MFG of this so as to enable it to execute its ownership rights. To the extent that the third party is unable to reimburse costs in or out of court arising in this context, the Customer must pay these costs for A-MFG.

(8) The Seller will release the reserved goods and also the items or payment claims taking their place as soon as their worth exceeds the amount of the secured payment claims by more than 25%. The selection of the items that must be released after this is made by A-MFG.

(9) If A-MFG withdraws from the contract due to the Customer's infringement of the contract – especially late payment – (enforcement event), A-MFG has the right to demand the reserved goods.

§ 10 Final provisions

(1) If the Customer is a merchant, a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for

any disputes arising from the business relationship between A-MFG and the Customer shall be Düsseldorf or the registered office of the Customer, at A-MFG's discretion. In such cases, however, Düsseldorf shall be the exclusive place of jurisdiction for legal action against A-MFG. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

(2) The relationship between A-MFG and the customer is subject exclusively to the law of the Federal Republic of Germany. Das Übereinkommen der Vereinten Nationen über Verträge über den internationalen Warenkauf vom 11.4.1980 (CISG) gilt nicht.

(3) If the contract or these terms of delivery contain gaps in provisions, then to fill in these gaps provisions with legal efficacy are considered to be agreed to which the parties to the contract could have agreed according to the economic objectives of the contract and to the purpose of the General Terms of Delivery, if they had been aware of the gap in provisions.