

GENERAL TERMS AND CONDITIONS

—Version: June 2023—

1. Scope

The following terms and conditions apply to the sale of goods, other items and equipment (hereinafter referred to as "**goods**") including services, work performance and information by DMA Hamburg Inox & Alloys GmbH. The customer accepts these General Terms and Conditions with his order, at the latest upon receiving of our first delivery/service. They apply for the whole period of the business relationship. We hereby object to the application of any General Terms and Conditions of the customer. The performance of the contract shall not mean our consent to the customers General Terms and Conditions.

2. Contract Conclusion and Amendments

- 2.1 Our offers are subject to change, unless otherwise provided for in the offer.
- 2.2 Orders are not binding for us, unless we have issued an order confirmation.
- 2.3 Amendment and supplements to the contract must be made in writing. In particular, our employees and representatives are not entitled to make verbal agreements on the amendment of the contract. We are bound by such ancillary agreements, promises, or contracts, only after amending our confirmation of order correspondingly.
- 2.4 Specifications and information on the construction, suitability, use, processing, cleaning, post-processing, weight, dimension, present utilization, capacity, tolerances and technical data of our goods, in particular with regard to the suitability for a certain content or a certain application, are not binding and do not release customers from making their own tests and assessments.

3. Prices

- 3.1 Our prices are net prices. Unless otherwise stipulated in writing, our prices apply ex works DMA in Hamburg plus the German VAT applicable on the delivery date.
- 3.2 In case of new orders (inter alia, for follow-up orders), we are not bound to previous prices.

4. Transfer of Risk

- 4.1 Upon relinquishing the goods to the freight forwarder, carrier, or another—including our own— transporter, the risk of accidental perishing or deterioration shall pass to the customer. This also applies to free home deliveries. The goods will not be insured against transport damage. If, however, at the express wish of the customer in writing, we do conclude transport insurance, the customer shall bear all costs thereof.
- 4.2 In the event that the shipping is delayed due to circumstances for which the customer is accountable, the risk of accidental perishing or deterioration shall transfer to the purchaser upon notification that the dispatch is ready.

5. Delivery, Performance and Delivery Dates

- 5.1 Unless otherwise stipulated in writing, our deliveries are made ex works DMA in Hamburg.
- 5.2 Delivery dates confirmed by us are not binding, unless they are expressly designated as binding.
- 5.3 Prerequisite for the adherence to delivery terms and dates is the timely fulfillment of the customer's contractual obligations. The term of delivery begins after all of the details for the performance of the order have been clarified, receipt of all documentation required to perform the order and other information to be provided by the customer, and receipt of any stipulated advance payment.

The term of delivery is also deemed to have been adhered to, if the goods left our facility at the stipulated time or the readiness to dispatch has been communicated to the customer, but the goods were, at no fault of our own, unable to be dispatched on time. The same shall apply correspondingly to delivery times.

- 5.4 Notwithstanding Section 286 (2) of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*), we shall only be in default upon receipt of a written reminder. In the event that we are in default with delivery, the customer has to grant us a reasonable grace period for the delivery, except for the statutory exceptions where the granting of a grace period is not required.
- 5.5 Upon expiry of the reasonable grace period under No. 5.4 above, the customer is entitled to rescind the contract if we are liable for exceedance of agreed delivery terms. The burden of proof shall remain unaffected. The right to rescind does not apply if the goods are sent or are ready for dispatch by the time the grace period lapses and this has been communicated to the customer. The customer is not entitled to terminate the contract, if he is liable or predominantly liable for the reasons for termination. The same applies while the customer is in default of acceptance, unless we are liable for the delay.
- 5.6 In case of force majeure and/or other unforeseeable, extraordinary circumstances, for which we are not responsible, in particular war, threat of war, riots, violent acts by third parties against persons or property, government interventions, including measures of monetary and trade policy, labor disputes in our business or in that of our suppliers or transport companies, interruptions in the intended transport routes, fire, lack of raw materials, energy shortages, and other disruptions for which we are not responsible to our operations or to those of our suppliers, the fixed delivery terms and times stipulated shall be extended by the duration of the impediment. This also applies as far as the impediments to performance listed above already exist at the time the contract is concluded, but remained unknown to us due to reasons for which we are not responsible. We will notify the customer of obstacles of the aforementioned type without delay. We are entitled to limit the deliveries and, at our equitable discretion, to distribute among all customers the available amount of goods provided for the duration of the aforementioned impediment. We are released from our delivery obligation with respect to quantities not delivered because of the above-mentioned circumstances, as far as the delivery becomes impossible or unreasonable, in particular if it becomes especially difficult or expensive. In the event that the delays in delivery due to the aforementioned circumstances last longer than four weeks, both parties are entitled to rescind the

contract. The customer may first rescind the contract, however, if we have not made a declaration within a week, upon being requested to do so by the customer, on whether we intend on rescinding or delivering within a reasonable period of time.

- 5.7 We are entitled to terminate the contract if and insofar as our suppliers do not in whole or in part fulfil their obligations of their supply agreements with us for reasons outside our responsibility. Our liability is stipulated in clause 9, if any.
- 5.8 If the customer has no statutory or contractual right to rescind the contract and we have still accepted in writing a return delivery of the goods, we will charge a processing fee amounting to 25% of the gross purchase price. The customer is free to demonstrate that we have incurred no or much fewer damages.
- 5.9 Unless explicitly agreed in the order confirmation, our general delivery and quantity tolerances shall be applicable per item and/or per total order, which are:

Quantity	Quantity tolerance
< 1000 kg	+/- 25%
> 1000 kg	+/- 10%

6. Acceptance and Delivery

- 6.1 The customer is obligated to accept partial deliveries of a reasonable scope.
- 6.2 The customer shall also enter into default of acceptance, if delivery has merely been offered by us in writing. Section 294 of the German Civil Code is thus waived. The other statutory requirements for default of acceptance remain unaffected.
- 6.3 If the customer is in default of acceptance in whole or in part we are entitled to terminate the contract wholly or partly after setting a period of at least two weeks and to claim for damages after expiration of that period. If we claim for damages the damage is at least 15 % of the purchase price plus VAT. Our right to proof further damages as well as the customer's right to proof lower damages shall remain unaffected.
- 6.4 If an acceptance is agreed and nothing special is agreed in writing, the acceptance will be made in the facility of DMA after giving notice for acceptance by DMA. Any expenses for the acceptance will be born by the customer.
- 6.5 If acceptance will - independent of our negligence - not take place or is not in time or not completely or at least not within one week after giving notice that the goods are ready for dispatch, we are entitled to send the goods without acceptance to the customer and to store the goods at the expense and risk of the customer and to charge the customer accordingly. If the customer does not accept the delivery after an adequate deadline has elapsed, we are entitled to terminate the contract and – without any proof – to demand a lump sum compensation in the amount of 10 % of the agreed net price, if the customer does not bring evidence that our damage is lower.

7. Payment

- 7.1 The receivables from our invoices are thirty days after the invoice date due for payment in full, unless otherwise stipulated.

- 7.2 We are, even in case of contrary provisions of the customer, entitled to first offset the payments against the customer's older debts. In the event that we exercise our right to divergently designate against what the payments are offset, we will inform the customer thereof. If costs and interest have already been incurred, we are entitled to first offset the payments against the costs, then against the interest, and at last against the principal debt.
- 7.3 The amount of default interest charged is governed by German law.
- 7.4 In the event that the customer, in breach of contract, does not fulfill the payment obligations for reasons the customer is responsible or if the customer stops payments or if there is a substantial deterioration of the customer's assets, we are entitled to make the entire balance due.
- In this case, we are also entitled to refuse deliveries based on other existing contracts, until all payments due have been made. In this case, we are also entitled to revoke payment terms that have been granted.
- 7.5 The customer has rights to offsetting and retention, only if the counterclaims are established *res judicata* or acknowledged by us in writing.
- 7.6 We are not obligated to accept drafts or checks. In the event that we do agree to accept them, they will only be accepted as conditional payment subject to the possibility of discounts in exchange for reimbursement of all expenses and bank confirmation, unless the check is guaranteed immediately. We are equally not obligated to the timely submission of drafts and checks, nor to lodge protests.

8. Warranty

- 8.1 A merely negligible reduction in the value or suitability of the goods does not constitute a defect. In particular, minor deviations in form and color, material and thickness, volumes, weights, load capacity and wear resistance, dimensions, and natural wear, are irrelevant. Deviations that are within the usual limits are also irrelevant.
- 8.2 Furthermore, minor and, for the customer, reasonable technical and artistic deviations from descriptions and information in brochures, catalogs, and other written documents, as well as changes to the model, construction, and material in the course of technological progress are not deemed defects.
- 8.3 We are only responsible for the chemical stability and certain physical characteristics of our goods, if we have guaranteed such characteristics in writing and these have been stipulated in writing.
- 8.4 In the event that the delivery is defective and the customer demands subsequent performance, we may —at our option— remedy the defect ourselves or deliver an item free of defects as a replacement. We are liable for the delivery of a replacement to the same extent that we are for the original item that was to be delivered. The right of the customer after subsequent performance has failed finally to reduce the price or to rescind the contract remains unaffected. Para. 9 below shall apply to claims for damages and compensation of expenses due to defects.

- 8.5 In commercial transactions, the customer is to make a timely examination of the goods at the latest within three days after receipt and to notify us in writing and without delay of any complaints. In the event that the customer fails to notify us, this shall be deemed an unconditional approval. The warranty for hidden defects, which are not discernible despite careful examination within the period of three days, is excluded, if the contractual partner does not contest thereto in writing without delay after their discovery.
- 8.6 Clause 8.5 applies accordingly if the customer is an entrepreneur in the meaning of § 14 German Civil Code (BGB) but not a businessman in the meaning of the German Commercial Code (HGB).
- 8.7 Otherwise, warranty claims are excluded if, as a result of further shipment, the handling and/or processing of the goods, etc. delivered by us, we are unable to test and determine whether the item is actually defective.
- 8.8 Warranty claims against us may only be raised by the immediate customer and are not assignable.
- 8.9 Sections 478 and 479 of the German Civil Code remain unaffected.
- 8.10 We are to bear the transport costs necessary for subsequent performance only as far as they are incurred for subsequent performance at the stipulated place of delivery.

9. Liability

- 9.1 We are liable for intentional or grossly negligent conduct by our statutory organs, legal representatives, and officers.
- 9.2 Any claims for damages —on whatever legal grounds— due to slightly negligent breach of nonessential contractual obligations by our statutory organs, legal representatives, and agents are excluded.
- 9.3 In the case of a slightly negligent breach of essential contractual obligations by our statutory organs, legal representatives, and agents, as well as of the intentional or grossly negligent breach of material contractual obligations by our simple agents, we are liable —under any legal viewpoint— only for foreseeable damages typical to the contract and not for remote consequential damages.

For each single case our liability is limited up to the triple invoice amount of the respective delivery.

- 9.4 The liability pursuant to the German Product Liability Act (*Produkthaftungsgesetz - ProdHaftG*), the liability for damages resulting from the culpable injury to life, limb, and health, as well as the provisions of Section 444 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*) and the liability from other guarantees remain unaffected by the provisions above.
- 9.5 All further contractual and non-contractual claims of the customer are excluded.
- 9.6 The customer is liable for all damages that result from the breach of obligations to cooperate.

10. Limitation Period

- 10.1 The claims of the customer due to defects shall become time-barred in one year after delivery of the purchase items and if an acceptance has been agreed after acceptance. Sections 478 and 479 of the German Civil Code remain unaffected by these provisions.
- 10.2 The customer's claims to damages based on other legal grounds shall become time-barred in 18 months. Section 199 (1) and (3) of the German Civil Code shall apply to the beginning of the limitation period.
- 10.3 Inasmuch as we are liable in accordance with Number 9 above for gross culpability, for damages resulting from the culpable injury to life, limb, and health, as well as for assumed guarantees and according to the German Product Liability Act, the statutory limitation provisions shall apply.

11. Retention of Title

- 11.1 The goods delivered by us remain our property until payment of **all our existing and future claims from the business relationship** with the customer, including any existing ancillary claims and current account balances, has been made (in the following “**retained goods**”).
- 11.2 The customer is entitled to resell the retained goods and the items, which result from the processing thereof, in the normal course of business under retention of title. Pledging of the retained goods under retained title and/or the assigned claims as well as assignments thereof as security are not permitted.

The customer already assigns to us the claims, which arise from the sale or on other legal grounds, together with all ancillary rights to the amount of our claims. The prices in our last invoices, including taxes and other levies, shall apply. In the event that the customer records the claim from the resale into a current account relationship existing with the customer's contractual partners, the current account claim is assigned to the amount of the gross invoice value. After balancing has occurred, it shall be replaced by the recognized balance, which is also assigned to this amount. The authorization to resell the retained goods under retention of title is excluded, if the customer's customers have excluded the assignment of the claims directed against them. The customer is to exclude offsetting and the right of retention vis-à-vis the customer's contractual partners within the legally permissible scope.

- 11.3 The customer remains authorized to collection, without prejudice to our authorization to also collect on the claims. The authorization is deemed to be revoked in the case of attachment measures taken by third parties. We are, however, obligated to not collect on the claims for as long as the customer fulfills its payment obligations, does not default with payments, and—in particular— does not become insolvent. If this is, however, the case, the authorization of the customer to resell the goods under retention of title and to collect the assigned claims shall end, and we may demand that the customer provide all of the information necessary to collect on the claim, hand over all relevant documents, and inform the debtor of the assignment.

The customer is to immediately forward to us amounts received, as far as our claims are due, and otherwise to keep these amounts separately for us.

- 11.4 The handling and processing of the retained goods is carried out for us as manufacturer within the meaning of Section 950 of the German Civil Code. If the retained goods are processed, combined, or inseparably mixed together with other items that are not our property, we shall acquire sole or joint ownership of the new item in proportion to the value of the retained goods in relation to the other processed items at the time of processing. In the event that the combination or mixing occurs in such a way that the customer's item is viewed as the main item, the parties already agree that the customer shall transfer to us the sole or joint ownership in proportion to the aforementioned ratio correspondingly. The customer shall keep the solely or jointly owned property for us. The same shall otherwise apply to the new item created by the combination or mixing as does for the retained goods. On condition of full payment in accordance with Number 11.1, the new goods and/or our co-ownership share is transferred to the customer.
- 11.5 The customer is obligated to keep the retained goods for us attentively, carefully, and free of charge. The customer is to insure the retained goods against the usual risks and herewith assigned to us claims for compensation against insurers and other liable parties to the amount of the invoice. We accept the assignment.
- 11.6 In the case of attachments or other interventions by third parties, the customer is obligated to notify us without delay and, in the meanwhile, to take all precautionary measures that may not be delayed. The costs we incur by exercising our property rights and our rights to the receivables are to be reimbursed to us by the customer.
- 11.7 In the event that the customer acts in a way contrary to the contract, in particular in the case of payment default, the customer is obligated to return the retained goods to us at our request. The acceptance of the returned goods does not constitute a rescission of the contract if not explicitly stated by us in writing. We are entitled to liquidate the goods after we have accepted their return. The proceeds from the liquidation are to be credited against the customer's liabilities less reasonable liquidation costs.
- 11.8 At the request of the customer, we are obligated to release our collateral or claims assigned as security, inasmuch as the realizable value of the collateral exceeds the claims to be secured by more than 20%. The selection of the collateral to be released is at our discretion.

12. Toll Slitting Services

If we provide toll slitting services to the customer, the customer is aware that we do not investigate the delivered raw material on previous damage (esp. scratches) before handling. The customer is obliged, to examine the delivered raw material before delivery to us on any previous damage, to document them and to inform us accordingly. If customer fails to make the examination, the documentation or the information, he will bear the burden of proof that no previous damages have existed. With regard to our liability sec. 9 of these general terms and conditions apply.

13. Final Provisions

- 12.1 If the customer is a businessman in the meaning of the German Commercial Code or a public corporation the place of jurisdiction is Hamburg, Germany (Landgericht Hamburg). This shall apply exclusively to actions raised against DMA Hamburg Inox & Alloys GmbH. We are, however, entitled to file actions against the customer with the court where the customer is domiciled.
- 12.2 German material law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 12.3 The place of performance for all obligations arising under the purchase agreement is Hamburg, Germany.