

General Terms and Conditions of Sale and Delivery

(Status: 01.07.2024)

§ 1 Scope

(1) Diese Allgemeinen Verkaufs- und Lieferbedingungen (nachfolgend: „**Verkaufsbedingungen**“) gelten für den Verkauf und die Lieferung von Aluminiumbronzen, Kupferlegierungen und präzisionsmechanischen Bauteilen und sonstigen Waren der ALBROMET GmbH (nachfolgend: „**ALBROMET**“) an den Kunden, auch wenn sie bei späteren Verträgen nicht ausdrücklich erwähnt werden.

(1) These General Terms and Conditions of Sale and Delivery (hereinafter: “Sales Conditions”) apply to the sale and delivery of aluminium bronzes, copper alloys and precision mechanical components and other products of ALBROMET GmbH (hereinafter: “ALBROMET”) to the Customer even if they are not expressly mentioned in subsequent contracts.

(2) These Sales Conditions shall apply exclusively. Insofar as the Customer's own conditions, diverge from, contradict or supplement these conditions, they shall not form part of the contract unless ALBROMET expressly accepts their validity. These Sales Conditions shall also apply where ALBROMET effects delivery to the Customer, without reservation, in the knowledge of the latter's divergent, contradictory or supplementary conditions.

(3) Individual agreements with the Customer shall always take precedence over these Sales Conditions. The content of such agreements shall be determined by an agreement, in writing or text form, between the Parties, subject to any evidence to the contrary.

(4) This shall be without prejudice to any rights going beyond these Sale Conditions to which ALBROMET is entitled under the statutory provisions.

§ 2 Conclusion of the Contract

(1) ALBROMET's offers and quotations are subject to change and non-binding unless expressly designated as a binding offer by ALBROMET.

(2) The Customer's purchase order constitutes an offer to enter into a contract. A purchase order shall only become binding when it has been confirmed by ALBROMET by way of a written order confirmation. An order confirmation that is issued using automated equipment is deemed to be in writing even if the signature and name are missing.

(3) If ALBROMET issues an offer within the meaning of Section 145 German Civil Code (BGB) (alternatively Art. 14 CISG), ALBROMET shall be bound by its offer for 14 days, unless otherwise agreed.

(4) The agreed characteristics of the goods shall be conclusively specified in the purchase order and order confirmation. Illustrations, drawings, weight specifications and dimensions, as well as any other descriptions of the goods in catalogues, brochures or offer documents, are only approximate unless they are expressly identified as binding by ALBROMET. They do not constitute any guarantee or agreement as to the respective characteristics of the goods.

(5) We reserve the right to make modifications to the design and shape of the goods even after conclusion of the contract, insofar as the deviations are customary for the industry or are within the DIN tolerances, or insofar as the modifications are not significant and are reasonable for the Customer.

§ 3 Lead time and delay in delivery

(1) The agreement of lead times and delivery dates must be in writing. Lead times and delivery dates are non-binding unless expressly designated as binding by ALBROMET.

(2) The lead time shall start to run on dispatch of the order confirmation by ALBROMET, but not before full submission of the information, documents, approvals and releases to be furnished by the Customer, the clarification of all technical questions, and not before the receipt of any agreed advance payment.

(3) Agreed lead times or delivery dates are complied with if, prior to their expiry, ALBROMET delivers the goods to the agreed place of delivery or, in case of a sale involving the carriage of goods, hands them over to the person designated to carry out the shipment.

(4) Where failure to comply with lead times or delivery dates is due to force majeure or other circumstances which ALBROMET could not have foreseen when the contract was concluded, the agreed lead times shall be extended by the duration of the obstruction plus a reasonable start-up period. Force majeure includes in particular natural disasters such as floods, storm surges, hurricanes and typhoons as well as other severe weather on a catastrophic scale; earthquakes, lightning, avalanches and landslides, fire, outbreaks of disease (including pandemics and

epidemics), war or war-like conditions, riots, revolutions, military or civil coups, insurrections, blockades, official and governmental orders, strikes, lockouts. ALBROMET shall inform the Customer, without undue delay, that the goods are unavailable. In the event of an obstruction lasting more than 90 days, ALBROMET shall be entitled to rescind the contract and shall refund any advance payment without undue delay.

(5) Delivery is subject to on-time and proper delivery by ALBROMET's own suppliers. In the event of a failure to effect proper delivery by ALBROMET's own suppliers, ALBROMET shall be entitled to rescind the contract, unless ALBROMET is responsible for the said failure. ALBROMET shall inform the Customer, without undue delay, that the goods are unavailable and whether ALBROMET intends to exercise its right of rescission. In the event of rescission, ALBROMET shall refund any advance payment, without undue delay.

(6) ALBROMET shall be entitled to effect partial performance and partial delivery, provided that this is reasonable for the Customer.

§ 4 Place of delivery, transfer of risk and default on acceptance

(1) Unless otherwise agreed, delivery of the goods takes place "ex works" or "EXW" in accordance with Incoterms® 2024. At the Customer's request and expense, the goods will be shipped to a different destination (hereinafter: "sale involving the carriage of goods"). Unless otherwise agreed, in the case of a sale involving the carriage of goods, ALBROMET shall be entitled to determine the mode of shipment.

(2) The risk of accidental destruction or deterioration shall pass to the Customer as soon as ALBROMET delivers the goods to the place of delivery pursuant to para. 1 or, in the case of a sale involving the carriage of goods, to the person appointed to carry the goods. The handover shall be deemed to have taken place if the Customer defaults on acceptance.

(3) If the Customer defaults on acceptance, ALBROMET shall be entitled to claim compensation for the loss incurred as a result: 0.5% of the net price of the delivered goods per day of default, up to an overall maximum of 5% of the net price of the delivered goods. The Parties reserve the right to claim additional damages as well as the right to show that the loss was lower

§ 5 Prices

(1) The agreed price in EUR shall apply as set out in ALBROMET's order confirmation, exclusive of packaging and with the

addition of statutory value added tax at the applicable rate. Unless otherwise agreed between the Parties, prices shall be "ex works" or "EXW" in accordance with Incoterms® 2024.

(2) Unless otherwise agreed between the Parties, the Customer shall bear the costs of transport and any requested transport insurance.

(3) If cost elements of the goods are subject to a price increase after conclusion of the contract, in particular due to wage increases, increases in raw material costs and general price increases due to inflation or comparable circumstances, ALBROMET shall be entitled to increase prices accordingly to the extent that the total price of the goods increases taking account of all cost elements. In this regard, ALBROMET will take account of the legitimate interests of the Customer particularly as regards any commitments which the Customer has entered into for onward delivery of the goods at a specific price. Upon request, ALBROMET shall provide the Customer with evidence of the factors causing the price changes. This applies conversely in favour of the Customer in the case of a corresponding price reduction. Where, as a result of the price adjustment, it is unreasonable for one Party to remain bound by the contract, that Party may rescind the contract by way of an immediate declaration to the other Party.

§ 6 Terms of Payment

(1) Unless otherwise agreed between the Parties, the purchase price shall be transferred, without deductions, in the designated currency plus any costs of packaging, transport and insurance, within 14 days of receipt of the invoice, to an account indicated on the invoice. Any agreements regarding discounts for early payment or price rebates must be in writing.

(2) ALBROMET reserves the right to require payment in advance for initial deliveries or deliveries abroad.

(3) Where, following conclusion of the contract, circumstances become apparent that are likely to significantly reduce the Customer's creditworthiness, or which appear to jeopardise payment of the amounts due to ALBROMET, ALBROMET shall be entitled to require payment in advance or provision of security before effecting any outstanding deliveries.

(4) In the event of a failure to comply with the payment deadline, ALBROMET shall be entitled to charge default interest in accordance with the statutory provisions. Claims for additional loss are not excluded.

(5) The Customer shall only be entitled to rights of set-off or retention insofar as its claim has been upheld by a final court judgement or is undisputed. The Customer can only assert a right of retention where its counter-claim is based on the same contractual relationship.

§ 7 Reservation of Title

(1) ALBROMET reserves title to the goods sold until payment in full of all current and future amounts outstanding under the contract or under an ongoing business relationship (secured claims).

(2) Goods that are subject to a reservation of title may not be mortgaged to a third party or assigned by way of security before full payment of the secured claims. The Customer shall notify ALBROMET without delay, in writing, if an application is made to initiate insolvency proceedings, or in the event of any seizure of the goods that are subject to ALBROMET's reservation of title, by a third-party (e.g. attachment).

(3) The Customer is obliged to handle the goods subject to reservation of title (hereinafter also "reserved goods") with care for the duration of the reservation of title. In particular, the Customer is obliged to insure the reserved goods adequately at replacement value, against fire, water and theft, at its own expense. The Customer hereby assigns to ALBROMET all claims for compensation arising from this insurance. ALBROMET hereby accepts the assignment. If an assignment is not permitted, the Customer hereby irrevocably instructs its insurer to make any payments exclusively to ALBROMET. This is without prejudice to any additional rights ALBROMET may have. Upon request, the Customer shall provide ALBROMET with evidence that it has concluded the insurance policy.

(4) In the case of a breach of contract by the Customer, most notably failure to pay the due purchase price, ALBROMET shall be entitled to rescind the contract in accordance with the statutory provisions and/or require return of the goods based on the reservation of title. Requiring the return of the goods shall not constitute a declaration of rescission; ALBROMET is only entitled to require the return of the goods and reserve the right to rescission. If the Customer fails to pay the outstanding purchase price, ALBROMET can only assert the aforesaid rights if it has already allowed the Customer a reasonable extension of time for payment without result, or if such an extension of time is unnecessary under the statutory provisions.

(5) If reserved goods are incorporated by the Customer as an integral part of the premises of a third party, the Customer hereby assigns the claims to payment arising against the third party

in the amount of the value of the reserved goods, together with all ancillary rights including any right to grant a security mortgage. ALBROMET accepts the assignment. The Customer's obligations set out in para. 2 also apply with regard to the assigned claims.

(6) Until revocation pursuant to para. b. below, the Customer shall be entitled to resell and/or process the reserved goods in the ordinary course of business. In this case, the following supplementary provisions shall apply:

- a. The Customer hereby assigns, by way of security, the claims against third parties arising from the resale of the goods or the product to ALBROMET. ALBROMET accepts the assignment. The Customer's obligations set out in para. 2 also apply with regard to the assigned claims.
- b. The Customer shall remain entitled to recover the debts, as will ALBROMET. ALBROMET undertakes not to recover the debts provided that the Customer is in compliance with its payment obligations to ALBROMET; there is no indication of the Customer's inability to effect contractual performance and ALBROMET is not asserting a reservation of title by exercising a right under para. 3. Otherwise, ALBROMET can require the Customer to disclose the assigned debts and respective debtors, provide all the information necessary to effect recovery, hand over all the accompanying documentation and notify the debtors (third parties) of the assignment. In addition, in this case, ALBROMET is entitled to revoke the Customer's right to further sale and processing of the goods that are subject to the reservation of title.
- c. Where the realizable value of the securities exceeds ALBROMET's claims by more than 10%, ALBROMET will release securities of its own choosing, at the Customer's request.
- d. Where goods are delivered to other jurisdictions, which do not provide for a reservation of title in line with the provisions in this Clause VII., the Customer shall provide ALBROMET with appropriate security. The Customer shall do everything necessary to provide ALBROMET with such security.

§ 8 Customer's claims under warranty, limitation period for claims under warranty

(1) The Customer's right to claim under warranty is subject to its compliance with its statutory duties of inspection and notification of defects (Sections 377 and 381 Commercial Code (HGB) and/or Art. 38 and 39 CISG). Obvious defects, and defects that were visible on inspection of the goods immediately following delivery, must be reported by the Customer, in writing, without undue delay. The Customer must notify ALBROMET, in writing, of any hidden defects, without undue delay following discovery. Without undue delay means that notification is received by ALBROMET within five (5) working days. If the Customer fails to effect a proper inspection and/or notification of defects, liability for the defects on the part of ALBROMET shall be excluded. The Customer must describe the defect(s) in its notification.

(2) In the case of defective goods, ALBROMET may choose whether to effect subsequent performance either by way of rectification of the defect or by way of the delivery of a defect-free item.

(3) There is no right to claim under warranty

- a. where the deviation from agreed characteristics is only minor or there is only minor impairment to fitness for use. This includes, in particular but not exclusively, deviations in structure and colour provided the deviations are in the nature of the materials used and customary in the trade;
- b. for normal wear and tear;
- c. for defects arising after transfer of risk as a result of improper handling, storage or care or due to over-loading or over-use.

(4) Furthermore, ALBROMET shall not be liable for defects arising from

- a. modifications made to the delivered goods by third parties or by installing parts of third-party origin, unless there is no causal link between the defect and the modification, or the third party was expressly commissioned by ALBROMET;
- b. the fact that the Customer has a defect eliminated by third parties who are not technically experienced.

(5) Where notification of defects is unjustified, ALBROMET shall be entitled to claim compensation for the costs incurred unless the lack of defectiveness was imperceptible to the Customer.

(6) In the case of new items, the Customer's claims are subject to a limitation period of twelve (12) months from delivery of the goods. In the case of the sale of used items, ALBROMET's liability for defects is excluded. The reduction of the limitation period and exclusion of liability also applies to claims in tort based on a defect in the goods. The aforementioned reduction of the limitation period and the exclusion of liability shall on no account apply to the Customer's right to claim damages pursuant to Clause IX.2. The limitation period and liability in these cases are governed exclusively by the statutory provisions. Furthermore, the reduction of the limitation period and/or exclusion of liability shall not apply to the Customer's rights of recourse if the last contract in the supply chain is for the sale of consumer goods (§ 478 BGB).

§ 9 Other liability of ALBROMET

(1) Liability for damages on the part of ALBROMET, including in international trade, requires ALBROMET to be at fault (intent or negligence) in every case. This shall be without prejudice to mandatory liability for product defects, particularly under the Product Liability Act.

(2) ALBROMET shall be liable without limitation - irrespective of the legal basis - in case of death, physical injury or damage to health. The same applies to intent and gross negligence, breach of a guarantee, the fraudulent concealment of defects and mandatory liability for product defects (particularly under the Product Liability Act).

(3) ALBROMET shall be liable for simple negligence - subject to para. 1 - only in the case of the breach of material conditions. Material conditions are those which must be fulfilled in order for the contract to be properly implemented and which the Customer generally expects, and is entitled to expect, will be fulfilled. In the case of a breach of such conditions, ALBROMET's liability is limited to compensation for foreseeable and customary loss.

(4) The Customer can only rescind the contract due to a breach that does not involve a defect, if and insofar as ALBROMET is responsible for the breach.

§ 10 Intellectual Property

(1) ALBROMET reserves all rights of ownership and copyright to all illustrations, drawings and documents, unless these are created exclusively for, and remunerated by, the Customer. These shall not be made accessible to third parties without the express consent of ALBROMET.

(2) If a delivery is made according to drawings or other specifications from the Customer and this infringes third-party intellectual property rights, the Customer shall indemnify ALBROMET against third-party claims for infringement of intellectual property rights (including the costs of legal action).

§ 11 Applicable Law, Jurisdiction

(1) The contractual relationship between the Customer and ALBROMET shall be governed by the law of the Federal Republic of Germany. Where, as regards international transactions, the United Nations Convention on Contracts for the International

Sale of Goods (CISG) applies, issues relating to matters that are not covered by the Convention shall be regulated under the law of the Federal Republic of Germany.

(2) The exclusive place of jurisdiction - and international place of jurisdiction - for all claims arising from the business relationship shall be the registered office of ALBROMET, provided that the Customer is a trader. However, ALBROMET shall also be entitled to bring an action in the place of performance or in the Customer's place of general jurisdiction.

(3) Place of performance is the registered office of ALBROMET.