

**General Terms and Conditions ("GTC") of AS Aluminium Support GmbH ("AS")**  
**Robert-Bosch-Strasse 20, 41541 Dormagen (as of April 2023)**

**PART A - General Terms and Conditions of Delivery**

**§ 1 Order acceptance and sales rules AS**

- a) The following General Terms and Conditions of Delivery ("GTCD") are intended for use in business transactions with entrepreneurs. Our GTCD shall apply exclusively, with which our contracting party (hereinafter also referred to as "customer") declares its agreement by placing an order, and also for future transactions, even if no express reference is made to them, but they have been received by our contracting party with an order confirmed by us. If the order is placed in deviation from our GTCD, only our GTCD shall apply even if we do not object. Any conflicting General Terms and Conditions of our contractual partner are hereby contradicted. Thus, deviating terms and conditions shall only apply if expressly accepted by us in writing.
- b) Unless and to the extent that the contents of these GTCD provide otherwise, the following shall apply
- (i) the practices of the metal trade from the "Verein Deutscher Metallhändler e.V.";
- (ii) in the international trade of goods, the INCOTERMS 2010 with their rules and interpretations shall apply. In the event of changes to the aforementioned regulations, the version valid at the time of conclusion of the contract shall apply.
- c) Unless otherwise agreed, the place of performance shall be our place of business in Dormagen. Shipment to another location requested by the customer shall be at the customer's risk.
- d) The employees authorized to place orders on the part of the customer shall be designated in writing by the customer with their names and functions.
- e) We are entitled to demand advance payment. We shall be entitled to refuse our performance if our claim to counter-performance is jeopardized by the customer's inadequate ability to pay, in particular if the customer's performance can no longer be credit-insured. We shall also be entitled to refuse our performance if the customer is in default with a due payment.
- f) In the event of mobilization, war, strike, cessation of operations, restriction of operations, interruption of operations in our company or in the company of our supplier, in the event of the issuance of import and/or export bans, shipping embargos and in the event of force majeure, in particular also the effects of pandemics, we shall be entitled to withdraw from the contract in whole or in part at any time without our customer being able to derive any rights against us from this.
- g) Trades based on a foreign transaction are only valid subject to the approval of the competent authority.

**§ 2 Delivery time and handover**

- a) Delivery periods begin with the receipt of the order confirmation by us. Delivery periods shall be deemed to have been met when the goods are ready for dispatch and the customer has been notified that they are ready for dispatch. Partial deliveries are permissible insofar as they are reasonable for the customer. The customer shall be liable for delays due to evidence and payments submitted late by the customer. This includes, in particular, contractual confirmations, such as permits, approvals by domestic or/and foreign authorities or agreed down payments.
- b) In the event of force majeure, labor disputes and other obstacles for which we are not responsible, the delivery period shall be extended accordingly. Force majeure shall be deemed to exist, for example, in the event of official and sovereign measures, strikes, lockouts, operational disruptions (such as fire, machine damage, shortage of raw materials or energy) and the effects of pandemics. We shall notify the customer of the beginning and end of the hindrance in writing or be email without delay.
- c) The risk of accidental loss shall pass to the customer when the goods are handed over to the customer, carrier or other agent. The handover shall be deemed to have taken place if the customer is in default of acceptance. If the customer fails to accept the goods in due time, the goods shall be stored by us or a third party at the customer's expense and risk until delivery. The agreed payment periods shall remain unaffected by this.
- d) The weight shall be determined at the place of performance. The customer acknowledges the data contained on the respective documents as binding, unless he proves the incorrectness of such data.
- e) For sales where we are the freight payer, we are entitled to choose the mode of transport and the carrier. This also applies to fob deliveries.

**§ 3 Defects and warranty**

- a) In the event of only insignificant deviation from the agreed quality or only insignificant impairment of usability, there shall be no claims for defects. Otherwise, the warranty period for defects of the goods is one year. We shall only be liable for the quality of delivered goods if they are stored in a dry place and protected from the weather. Certain minimum yields or usability for the customer's purposes are not guaranteed. In the case of open storage, we are not responsible for deterioration or lower yields.
- b) Claims for defects on the part of the customer presuppose that the customer has duly fulfilled its obligations to inspect the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB). The customer shall bear the full burden of proof for all prerequisites for claims, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.
- c) If the customer discovers a faulty batch caused by goods delivered by us, we shall be informed immediately. The customer shall grant us the right to inspect and examine the defective batch within 24 hours. Alternatively, we may also commission a sworn expert with the examination. If the inspection is refused within the above-mentioned period, all our warranty promises shall lapse.
- d) The customer shall form sufficient reserve quantities of each delivery for the inspection of possible foreign material inclusions and mixtures, which enable the optical and technical inspection as well as the production of control melts. This also applies to goods which are forwarded by the customer to other plants and branches.
- e) We shall in any case have the right to choose between rectification of defects and new delivery. If the subsequent performance fails, the customer shall have the right to reduce the purchase price or to withdraw from the contract. If the customer wishes to claim damages instead of performance or to carry out self-performance, the rectification of defects shall only be deemed to have failed after the second unsuccessful attempt.

- f) Compensation for damages shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply if we have fraudulently caused the breach of contract.
- g) A defective partial delivery does not entitle the customer to withdraw from the contract or to claim compensation for the entire delivery or the remaining partial deliveries.
- h) The customer may not assign claims against us to third parties or offset them without our written consent.

**§ 4 Liability**

- a) We shall only be liable in cases of intent or gross negligence in accordance with the statutory provisions. In addition, we shall only be liable under the Product Liability Act (Produkthaftungsgesetz) for injury to life, limb or health or for culpable breach of material contractual obligations. However, the claim for damages for the violation of essential contractual obligations shall be limited to the foreseeable damage typical for the contract. In all other respects, our liability shall also be limited in cases of gross negligence to the foreseeable damage typical of the contract if none of the exceptional cases listed in sentence 2 of this paragraph applies.
- b) However, liability for damage caused by the delivery item to legal assets of the customer (e.g. movable property) is completely excluded. This shall not apply in the event of intent or gross negligence or in the event of liability for injury to life, limb and/or health.
- c) The above limitations of liability shall apply to claims for damages in addition to performance as well as to claims for damages in lieu of performance, irrespective of the legal grounds, in particular to claims for damages due to defects, breaches of duty arising from the contractual obligation or tort. A change in the burden of proof to the detriment of the purchaser is not associated with the above provisions.
- d) In the event of a delay in our performance, we shall be liable in accordance with the statutory provisions in cases of intent or gross negligence. Delay of our performance requires a reminder in any case. The liability for delay in the case of gross negligence is, however, limited to the foreseeable damage typical for the contract. Beyond that, we shall be liable without limitation only for injury to life, limb or health. Otherwise, the liability for delay shall be limited to the value of the part of the delivery affected by the delay. Further claims of the customer are excluded. A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions.
- e) In the event of impossibility of our performance, we shall be liable in accordance with the statutory provisions in cases of intent or gross negligence. However, the liability for delay in the case of gross negligence shall be limited to the foreseeable damage typical for the contract. In addition, we shall be liable without limitation only for injury to life, limb or health. In all other respects, liability for damages due to impossibility and for reimbursement of futile expenses shall be limited to the value of the delivery. Further claims of the customer due to impossibility of performance are excluded.
- f) The above limitations of liability shall also apply to breaches of duty by our employees, representatives and vicarious agents.
- g) Claims for damages shall become time-barred 6 months after the occurrence of the damaging event, but no later than one year after delivery of the goods.

**§ 5 Pricing and payment terms**

- a) Our invoices are due immediately upon receipt by the customer and payable without any deduction, unless another payment term has been agreed. Bills of exchange are not accepted. The customer may not offset his claims (waiver of set-off). We are entitled to offset with and against due and non-due claims - irrespective of the legal grounds. If applicable, these agreements only refer to the balance. If the claims are due at different times, settlement shall be made on the value date. In the event of defects, the customer shall not be entitled to a right of retention unless the delivery is obviously defective. In such a case, the customer shall only be entitled to withhold payment if the amount withheld is in reasonable proportion to the defects and the anticipated costs of subsequent performance (in particular rectification of defects). The customer shall not be entitled to assert claims and rights based on defects if it has not made due payments and the amount due (including any payments made) is in reasonable proportion to the value of the defective delivery.
- b) In the event of default in payment, we shall be entitled to demand default interest in the amount of 9 percentage points above the above the respective base interest rate (§ 247 BGB). We shall be entitled to prove that higher damages have incurred. In the event of default in payment, we shall have the right to demand immediate payment of all further contracts supplied, irrespective of any payment terms or deferrals granted. Furthermore, in this case we have the right to withdraw from all further contracts not yet delivered and to claim damages for non-performance. If the customer is in default with any payment obligations towards us, all existing claims shall become due immediately.
- c) If we are credit insured and a rejection of the credit insurer is pronounced on the company of the customer, this exclusion of the credit insurer can trigger the maturity of all contracts between us at our request. We are entitled to assign the claims arising from our business relations.
- d) All payments shall be made with debt-discharging effect exclusively to the bank accounts of Bibby Financial Services GmbH in Düsseldorf, or PB Factoring GmbH in Bonn, to which we have assigned our present and future claims arising from our business relationship. We have also transferred our reserved property to these institutions.

**§ 6 Retention of title**

- a) The delivery item shall remain our property until all claims against the customer to which we are entitled under the GTCD have been satisfied. During the existence of the reservation of title, the customer is prohibited from pledging or transferring ownership by way of security.
- b) The customer is authorized to resell in the ordinary course of business and only under the condition that payment of the countervalue of the delivery item is made to the customer. The customer shall agree with its Buyer that the Buyer shall acquire title only upon such payment. In the event of resale of the delivery item, the customer hereby assigns to us by way of security the claim for payment against its Buyer together with all ancillary rights, without any further special declarations being required. However, the assignment shall only apply to the amount corresponding to the price of the delivery item invoiced by us. The share of the claim assigned to us shall be satisfied with priority.
- c) The customer is permitted to process the delivery item or to mix or combine it with other items. The processing, mixing or combining shall be carried out for us; the resulting object shall be referred to as "new goods". The customer shall keep the new goods for us with

the care of a prudent businessman. In the event of processing, mixing or combining with other objects not belonging to us, we shall be entitled to co-ownership of the new goods in the amount of the share resulting from the ratio of the value of the delivery item to the value of the other processed goods at the time of processing, mixing or combining.

d) If the customer acquires sole ownership of the new goods, we and the customer agree that the customer shall grant us co-ownership of the new goods in the ratio of the delivery item to the value of the other processed goods at the time of processing. If the customer combines the delivery item or the new goods with real estate or movable property, he shall also assign to us by way of security, without further special declaration, his claim to which he is entitled as remuneration for the combination, together with all ancillary rights, in the ratio of the value of the delivery item to the value of the other combined goods at the time of combination.

e) Until revoked, the customer shall be entitled to collect the claim assigned to us by way of security. The customer shall immediately forward to us payments made on the assigned claims up to the amount of the secured claim. In the event of good cause, in particular default of payment, cessation of payments, opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the customer, we shall be entitled to revoke the customer's right to collect. In addition, we may, after prior warning and observance of a reasonable period of time, disclose the assignment by way of security, realize the assigned claims and demand the disclosure of the assignment by way of security by the customer to its customers. In the event of revocation of the authority to collect, the customer shall also undertake to provide us immediately with all information necessary for legal protection and prosecution. In the event of default in payment, we shall be entitled to prohibit the resale of our reserved goods and to demand the return or transfer of indirect possession. The customer already now agrees to the removal of our reserved goods, in case of processing, mixing or similar, to the removal of a quantity to the value of our total balance claim against him. We shall store the reclaimed reserved goods at our premises or at the premises of a third party at the expense of the customer until the expiry of a deadline set by us to the customer for payment of the purchase price by bank-confirmed check.

f) If the realizable value of all security interests to which we are entitled exceeds the amount of all secured claims by more than 10%, we shall release a corresponding part of the security interests at the request of the customer. The selection of the release between different security interests shall be incumbent upon us.

g) In the event of interference by third parties with our (co-)ownership, the customer shall notify us immediately in writing and at the same time send us all documents necessary for an intervention. The costs of an intervention by us shall be borne by the customer.

## **PART B CONVERSION (LOHNARBEIT)**

### **§ 7 Supplementary conditions for conversion (Lohnarbeit)**

If we as contractor are instructed to perform conversion (Lohnarbeit), the following shall apply in addition to Part A:

- The customer shall hand over the metal to be subcontracted free of moisture, oil, dirt, radioactivity, impurities and other harmful foreign particles. Should such foreign particles, which prevent reprocessing, nevertheless be present on the metal, we shall immediately inform the customer of this in writing or by e-mail. The costs for the necessary sorting shall be borne by the customer. In the case of all deliveries of subcontracted orders which contain wetness, oil or other foreign components, dirt or impurities, we shall not accept any liability for differences in weight which arise as a result of processing and depositing.
- Notwithstanding paragraph a) above, with regard to metal, weight differences in ranges up to 40 kg for incoming and/or outgoing goods are irrelevant.
- We exclude any liability for us for deviating alloy components or hidden defects which have arisen due to mixing of metal qualities at the customer.
- The metals we process are provided free to the warehouse or production site.

## **PART C - General Terms and Conditions of Purchase**

### **§ 8 Scope and form**

- The following General Terms and Conditions of Purchase ("GTCP") shall apply to all business relations with our business partners and suppliers ("Seller"). The GTCP shall only apply if the Seller is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- The GTCP shall apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), irrespective of whether the Seller manufactures the goods itself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of the Buyer's order or, in any case, in the version last notified to the Buyer in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- These GTCP shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Seller shall only become part of the contract if and to the extent that we have expressly consented to their application in writing or by email. This consent requirement shall apply in any case, for example even if the Seller refers to its General Terms and Conditions in the context of the order confirmation and we do not expressly object to this.
- Individual agreements (e.g. framework supply agreements, quality assurance agreements) and specifications in our purchase order shall take precedence over the GTCP. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- Legally relevant declarations and notifications of the Seller with regard to the contract (e.g. setting of a deadline, reminder, withdrawal) shall be made in writing. Written form in the sense of these GTCP includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the declarant, shall remain unaffected.
- References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

### **§ 9 Conclusion of contract**

Our order shall be deemed binding at the earliest upon written submission or confirmation. The Seller shall point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not concluded.

### **§ 10 Delivery time and delay**

- The delivery time specified by us in the order is binding. The Seller is obliged to inform us immediately in writing if he is not likely to be able to meet agreed delivery times - for whatever reason.

- If the Seller does not perform or does not perform within the agreed delivery time or if the Seller is in default, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions. The provisions in sec. § 10c) remain unaffected.

- If the Seller is in default, we may - in addition to further statutory claims - demand lump-sum compensation for our default damages in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred. The Seller reserves the right to prove that no damage at all or only a significantly lower damage has been incurred.

### **§ 11 Performance, delivery, transfer of risk, default of acceptance**

- The Seller shall not be entitled to have the performance owed by it rendered by third parties (e.g. subcontractors) without our prior written consent. The Seller shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- Delivery shall be made to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our place of business in Dormagen. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).
- The delivery must be accompanied by a shipping document (e.g. consignment bill, delivery bill, weighing bill etc.) stating the exact grade designation, address of the main supplier, contract no., the delivery weight and the exact place of receipt. In case of cross-border delivery the documents Annex VII and CMR are required. If no exact grade designation is indicated on accompanying documents, our classification of grade designation shall apply without subsequent claim. If the shipping document is missing or incomplete, we are not responsible for any resulting delays in processing and payment. Separate from the shipping document, a corresponding shipping notification (notification = grade designation, delivery quantity and delivery date) with the same content must be sent to us.
- The materials used for packaging, such as big bags, pallets and foil, will be taken over by us free of charge. An exchange of Euro pallets does not take place.
- Excess or short deliveries are permitted with a tolerance of 5% without changing the agreed price. If a deviating tolerance is agreed, this must be recorded in writing in the contract. A larger short or excess delivery requires our consent in writing or by e-mail.
- The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions shall also apply accordingly in the event of acceptance, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The handover or acceptance shall be deemed equivalent if we are in default of acceptance.
- The statutory provisions shall apply to the occurrence of our default in acceptance. However, the Seller must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-representable item to be manufactured by the Seller (individual production), the Seller shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.
- If delivery by the Seller or a forwarding agent to be commissioned by the Seller has been agreed, the goods may be delivered or have the goods delivered on the working day specified by us from 7.00 a.m. to 9.00 p.m., unless otherwise notified. In this case, waiting times of up to 3 hours are to be expected until the goods can be unloaded. The Seller is liable for all damages caused to the delivery by him or by a forwarding agent commissioned by the Seller.

### **§ 12 Weight and quantity determination**

- Weighing differences of up to 40 kg per delivery in the ratio of loading and unloading weight do not justify a reduction or increase in the invoice.

### **§ 13 Prices and terms of payment**

- The price stated in the order or in the contract is binding. The prices stated are in principle fixed prices. In the case of fixing transactions where the price is calculated after conclusion of the contract on the basis of an agreed mathematical formula, if necessary taking into account a stock exchange price, the corresponding mathematical formula shall be binding. In the case of transactions in which the contracting party fixes the price by fixing a daily stock exchange price, the fixing by the contracting party shall require an express declaration in writing or by e-mail on a stock exchange day before 11.30 a.m. German time; the fixing shall become effective upon confirmation of the fixing by us in writing or by e-mail. Prices shall include all remuneration for the services assigned to the Supplier and shall be understood free of our respective warehouse or the named place of receipt, unless otherwise agreed. All prices include statutory value added tax if this is not shown separately.
- The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice, unless other payment terms have been mutually agreed in individual cases. In the case of bank transfer, payment shall be deemed to have been made in due time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.
- We do not owe any interest on arrears. The statutory provisions shall apply to default in payment.
- We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the Seller arising from incomplete or defective performance.
- The Seller shall have a right of set-off or retention only in respect of counterclaims that have been established by final and binding judgment or are undisputed. This shall also apply in the event that the Seller has assigned the claim, in particular by factoring. In this case, the new owner of the claim shall also have no offsetting option.

### **§ 14 Secrecy and retention of title**

- We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory regulations on the protection of secrets shall remain unaffected.
- The foregoing provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Seller for production. Such items shall - as long as

they are not processed - be stored separately at the Seller's expense and insured to a reasonable extent against destruction and loss.

c) Any processing, mixing or combination (further processing) of provided items by the Seller shall be carried out for us. The same shall apply in the event of further processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions. In the case of mixing of several deliveries from different Sellers, retrieval by a Seller is no longer possible.

d) The transfer of ownership of the goods to us shall be unconditional and without regard to the payment of the price. However, if in individual cases we accept an offer of the Seller to transfer title conditional on payment of the purchase price, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. We shall remain authorized to resell the goods in the ordinary course of business even prior to payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

#### **§ 15 Defective delivery**

a) The statutory provisions and, exclusively in our favor, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the goods (including wrong and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Seller.

b) In accordance with the statutory provisions, the Seller shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or were included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the Seller or from the manufacturer. In this context, reference is made to the customary technical literature of the BDSV, VDM etc.

c) A refusal occurs when the first defect or a wrong declaration of grade is detected. The Seller waives the objection of late notice of defects.

d) We are not obliged to inspect the goods or to make special inquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall therefore also be entitled without restriction to claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

e) The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external appraisal including the delivery documents (e.g. transport damage, wrong delivery and short delivery) or which are recognizable during our quality control in the random sampling procedure. If acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding our duty to inspect, our complaint (notice of defect) shall be deemed to have been made without undue delay and in good time if it is sent within one week of discovery or, in the case of obvious defects, of delivery.

f) The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, shall be borne by the Seller even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.

g) Without prejudice to our statutory rights and the regulations, the following shall apply: If the Seller fails to meet its obligation of subsequent performance - at our option by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement from the Seller of the expenses required for this purpose or a corresponding advance payment. If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Seller of such circumstances without undue delay, if possible in advance.

h) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

i) Any delivery must be free of all components that are harmful to production. This includes in particular explosive devices, objects suspected of explosion, closed hollow bodies, batteries, capacitors (e-scrap), PCBs, as well as substances hazardous to persons and the environment. Scrap deliveries containing such materials must be taken back by the Seller. The supplier shall be fully liable for any damage caused by the co-delivery of such materials.

j) All goods must be free from ionizing radiation exceeding the natural inherent radiation of the metal. Should such ionizing radiation of the goods be detected, Buyer shall be entitled to refuse acceptance of the cargo contained in the offending transport unit and to notify the competent authority and Seller. Unless otherwise ordered by the authority, the Seller shall pick up the goods within two working days after notification of the refusal to accept the goods. If the Seller fails to act within this period, the Buyer shall have the right to arrange for return transport or disposal. All costs associated with this shall be borne by the Seller. AS Aluminium Support GmbH reserves the right to claim damages. The Seller shall indemnify AS Aluminium Support GmbH in the event of any claims for damages by third parties and all costs incurred in this connection.

k) Any objection by the supplier to the incoming inspection report issued by us must be made within one working day. If this is not done, the supplier agrees with the findings and the further processing of the goods.

l) All parts that become unusable or defective as a result of material, manufacturing or design defects shall be replaced by the Seller without delay at its expense, together with any incidental costs that may arise. In urgent cases or if the supplier defaults on these obligations, we shall be entitled to procure replacements at his expense and to repair any damage incurred.

#### **§ 16 Supplier recourse**

a) Our legally determined claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u German Civil Code (BGB)) shall accrue to us without restriction in addition to the claims for defects. In particular, we shall be entitled to demand exactly the type of subsequent performance (repair or replacement) from the Seller that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this shall also apply with

regard to the provision of necessary updates. Our statutory right of choice (Section 439 (1) German Civil Code (BGB)) shall not be restricted hereby.

b) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) of the German Civil Code (BGB)), we shall notify the Seller and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Seller shall be responsible for proving the contrary.

c) Our claims from supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by us, our customer or a third party, e.g. by fitting, attachment or installation.

#### **§ 17 Producer liability**

a) If the Seller is responsible for product damage, he shall indemnify us against claims by third parties to the extent that the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.

b) Within the scope of its indemnification obligation, the Seller shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) arising from or in connection with a claim by third parties including recall actions carried out by us. We shall inform the Seller about the content and scope of recall measures - to the extent possible and reasonable - and give him the opportunity to comment. Further legal claims shall remain unaffected.

#### **§ 18 Limitation**

a) The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

b) Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims for defects shall be 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third parties' claims in rem for surrender of possession (§ 438 para. 1 no. 1 German Civil Code (BGB)) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.

c) The limitation periods of the law on sales including the above extension shall apply - to the extent provided by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 German Civil Code (BGB)) shall apply for this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

### **PART D - Common conditions for Part A-C**

#### **§ 19 Choice of law and place of jurisdiction**

a) These GTC (PART A to C) and the contractual relationship between us and our respective contractual partner shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

b) If the Seller is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Neuss. The same shall apply if the Seller is an entrepreneur within the meaning of § 14 German Civil Code (BGB). However, in all cases we shall also be entitled to bring an action at the place of performance of the respective obligation pursuant to these GTC or a prior individual agreement or at the general place of jurisdiction of our contractual partner. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.