

General Terms and Conditions of Castolin GmbH for Sales and Services

I. Scope / Definition

1. The following general terms and conditions apply to all contracts concluded between the purchaser and us for the sale and delivery of goods and for services.
2. Insofar as the term "services" is used in these general terms and conditions, this refers to all work and services performed by us and not solely relating to the sale and delivery of goods. This includes all work and services which we perform in our works or at the customer's works or at another location, in particular welding work of any kind, coatings, repairs, development services, wear protection applications, new production of components.
3. These General Terms and Conditions shall also apply to all future business relations, even if they are not expressly agreed again.
4. Any terms and conditions of the customer that conflict with or deviate from our terms and conditions and that we do not expressly recognise shall not be binding on us, even if we do not expressly object to them. The following terms and conditions shall also apply if we execute the order of the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.
5. These General Terms and Conditions shall only apply to entrepreneurs pursuant to § 14 BGB (German Civil Code), legal entities under public law and special funds under public law.

II. Conclusion of contract

1. The sales, delivery and/or service contract as well as any amendments, ancillary agreements, declarations regarding its termination as well as other declarations and notifications must be made in text form, unless otherwise stipulated below.
2. We can accept an order or an order by sending an order confirmation or by sending the ordered products.
3. Our offers are subject to change and non-binding unless we have expressly designated them as binding. The information on dimensions, weights and other properties as well as illustrations in brochures, catalogues, Internet pages, etc. are subject to change and are not deemed to be a warranted property or guarantee unless they are expressly warranted in writing in our order confirmation or otherwise.
4. If we prepare a cost estimate at the request of our customer, this shall be non-binding and subject to a charge, unless expressly agreed otherwise.
5. If we become aware of circumstances which make an increased credit risk on the part of the customer likely, we reserve the right to demand securities or to withdraw from the contract at our discretion. In this case we are entitled to charge for services already rendered. Claims for damages on the part of the customer are excluded.

III. Special conditions for the order of services

1. If we manufacture systems and equipment specifically for the customer or provide services for the customer, the customer shall provide the technical, company-specific and other information and guidelines required for the execution of the orders. If information and/or documents provided by the customer form the basis for the execution of our services, we shall not be liable for defects and damage based on incorrect and/or incomplete information and/or documents provided by the customer.
2. The customer shall be responsible for the suitability of the service for the purpose intended by the customer. If it transpires that the service to be provided or the part supplied by the customer for processing deviates from the customer's specifications, we reserve the right to charge for any unexpected or unplanned work or materials or to withdraw from the contract or to stop the work immediately. In this case, the customer remains obliged to pay for the work or services performed up to that point and to reimburse other expenses.
3. If we manufacture systems and equipment specifically for the customer or if we provide services for the customer, our offer shall only cover those services which are expressly designated in the offer.

Within the scope of services provided by us, no inspection of complete systems shall be carried out, unless expressly agreed otherwise in individual cases.

Insofar as other services are required for the fulfilment of the order, this entitles us to demand the express further commissioning for these additional services at the expense of the ordering party. We shall inform the customer in good faith of these additional services prior to the performance of the services in question. If the customer refuses the further commissioning, we have the right to withdraw from the contract. In this case, the customer remains obliged to pay for the services provided up to that point.

Insofar as we provide other services which are necessary for the fulfilment of the order, we shall be entitled to charge the customer for these further services.

4. If we manufacture products especially for the orderer or if the order includes special procurement items, a cancellation, a reduction in quantity, an exchange or a return is no longer possible after the order has been placed by the orderer.
5. Insofar as we provide services on the customer's premises or at other locations, the customer shall be responsible for ensuring that all the prerequisites are in place to provide a service in accordance with the contract.

This includes, in particular, that we are provided with the necessary access to all required supplies such as electricity, compressed air, lighting and access to all required equipment for the performance and that the provisions for occupational health and safety are complied with on site.

This further implies that the Purchaser shall be responsible for all necessary permits and approvals.

If devices/tools are used by us within the scope of the order or if such devices/tools are provided to the customer for use, the customer shall be liable for all direct and indirect damage caused by improper handling as well as for the destruction, loss, destruction and any damage to the devices/tools used within the scope of the

order. This does not apply if the impairment is caused by an employee of ours intentionally or through gross negligence.

6. The instruction, guidance and supervision of our employees shall be our exclusive responsibility, even if the order is carried out at the customer's premises or at a third location. This shall not affect the right of the customer to issue order-related instructions concerning the work result.
7. If we provide services on the customer's items in our factory, there is no insurance cover for these items. The customer is responsible for providing appropriate insurance cover (e.g. fire, mains water, storm, machine breakage insurance, etc.).
8. If a service, in particular a repair, cannot be carried out for reasons for which we are not responsible, we shall be entitled to charge for the expenses incurred in preparing a cost estimate and for other services.
9. In all other respects, the other provisions of these General Terms and Conditions shall also apply to services, unless these Special Terms and Conditions conflict therewith.

IV. Terms of payment

1. Our prices are ex works without packaging. We also charge metal surcharges which are based on the Castolin metal surcharge list valid at the time. Our prices do not include the statutory value added tax. This will be shown separately. If other taxes and duties are incurred, these will also be charged additionally.
2. A cash discount deduction is only permissible in the event of a special written agreement between us and the purchaser. The price shall be due for payment net (without deduction) immediately upon receipt of the invoice by the customer, insofar as no other term of payment results from our offer or our order confirmation. A payment shall only be deemed to have been made when we can dispose of the amount. In the case of payments by cheque, payment shall only be deemed to have been made when the cheque has been cashed. Payments are to be made exclusively in euros at no cost to us.
3. The following terms of payment shall apply to systems and equipment manufactured specifically for the customer and to services: 1/3 upon conclusion of the contract, 1/3 upon expiry of half of the agreed performance or delivery period and the remainder one week after readiness for dispatch, in each case net cash.
4. Freight charges for return delivery in the case of rental and hire of plant and equipment shall be borne by the customer.
5. If the customer defaults on a payment, the statutory provisions shall apply. In this case, we are additionally entitled to carry out future and still outstanding deliveries or services only against advance payment or against provision of an appropriate security.
6. The customer is only entitled to offset or refuse performance, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established, recognised by us or are undisputed. Furthermore, the customer is only entitled to exercise a right to refuse performance if his counterclaim is based on the same contractual relationship.

V. Delivery and performance time

1. Delivery dates or deadlines that have not been expressly agreed as binding are exclusively non-binding information. The delivery or performance time stated by us shall not commence until the technical questions have been clarified and the customer has fulfilled all duties to cooperate to be performed by him, in particular has supplied the information, documents and workpieces to be provided by him.

The delivery or performance deadline shall be deemed to have been met if we have notified the customer of readiness for dispatch or completion of the service by the time it expires.

2. If we have concluded a congruent covering transaction with a sub-supplier for the fulfilment of a delivery or service (binding, timely and sufficient order), which enables the fulfilment of our performance in the event of a naturally smooth process, we shall be entitled to withdraw from the contract vis-à-vis the customer if we are not able to provide the delivery or service in accordance with the contract through no fault of our own because our sub-supplier does not fulfil its contractual obligations towards us.

In such a case, we shall inform the customer immediately of the impediment in question. Any counter-performance already rendered by the customer shall be refunded.

3. Agreed delivery and performance periods shall be extended appropriately plus a new start-up period if we are prevented from fulfilling our obligations by the occurrence of unforeseen events affecting us or our suppliers and if these cannot be prevented even with the care to be expected under the circumstances. This applies in particular to any kind of force majeure or other events for which we are not responsible, including but not limited to impairments due to epidemics, war, terrorist attacks, natural disasters, industrial action.

If delays due to such events last longer than 6 months, both we and the customer shall be entitled to withdraw from the respective individual contract, unless an adjustment of the contract taking into account mutual interests is possible.

4. If the purchaser incurs damage proven by him due to a delay in delivery for which we are responsible, the purchaser's claim shall be limited to 0.5% of the net value of the items delivered late for each completed week of the delay, but not more than 5% of the value of the delivery.
5. The limitation of liability according to clause 4 does not apply: - if it is a transaction for delivery by a fixed date according to § 376 HGB (German Commercial Code), if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible, whereby fault on the part of our representatives or vicarious agents is attributable to us.
6. Insofar as the limitation of liability according to section 4 does not apply, the compensation for damages - except in the case of intentional action - is limited to the foreseeable, typically occurring damage.
7. We are entitled to make partial deliveries and render partial services at any time, insofar as this is reasonable for the customer.

8. If the customer is in default of acceptance, we shall be entitled to demand compensation for the damage incurred and any additional expenses. The same applies if the customer culpably violates duties to cooperate.

VI. Transfer of risk, shipping, packaging

1. Unless expressly agreed otherwise in individual cases, our performance shall be ex works. Loading and dispatch shall be uninsured and at the risk of the customer.
2. The risk of accidental deterioration and accidental loss shall pass to the Purchaser upon handover of the goods, in case of shipment of the goods upon handover to the person or company designated to deliver the shipment.
3. If the customer collects the goods or the processed object, a period of three working days from notification of availability shall apply. Upon expiry of this day, the risk of accidental deterioration and accidental loss shall pass to the customer.
4. In the case of services, the risk of accidental deterioration and accidental loss shall pass to the customer upon acceptance. If the Purchaser is in default of acceptance, the risk shall pass upon the occurrence of the Purchaser's default.
5. If dispatch or collection is delayed at the request of or through the fault of the customer, we shall store the goods at the expense and risk of the customer. In this case, notification of readiness for dispatch is equivalent to dispatch.
6. Insofar as we are obliged vis-à-vis the purchaser to take back packaging for our deliveries, the packaging must be returned to our registered office. The costs for any transport for the return of this packaging shall be borne by the customer.

VII. Warranty, liability

1. The purchaser is obliged to inspect handed over or delivered goods without delay in accordance with § 377 of the German Commercial Code (HGB) and to assert any claims for defects. If he does not properly fulfil this obligation, claims for defects are excluded.

Immediately means here that the notice of defects must be received by us at the latest one week after delivery or provision. In the case of defects that are not immediately recognisable, the deadline applies from the discovery of the defect.

The notice of defects must be in text form.

2. The purchaser of a service is obliged to accept our services as soon as we have notified its completion.

If the Purchaser fails to comply with this obligation for reasons for which we are not responsible, acceptance shall be deemed to have taken place after the expiry of two weeks following notification of the completion of the service.

Upon acceptance, our liability for identifiable defects shall cease unless the Purchaser has reserved the right to assert a specific defect.

3. The assignment of warranty claims to third parties is excluded.
4. The examination as to whether the ordered item or the service offered by us is suitable for the intended purpose or not is the sole responsibility of the purchaser.

We shall not be liable for the quality of the purchaser's parts or our services insofar as these are based on inapplicable or inaccurate information provided by the purchaser. This applies in particular to any description of parts and/or materials on which or with the help of which we have to provide services, such as information on basic materials, size, weight or working conditions.

5. The warranty refers to defects that were already present at the time of the transfer of risk.
6. The warranty for systems and equipment refers to single-shift operation under the condition of proper use of the equipment. We are not liable for natural wear and tear and improper handling of the delivery items. Claims due to wear and tear of wear parts and wear coatings are excluded from the warranty.
7. In the event of justified notices of defects, we shall be entitled to subsequent performance. The customer shall grant us a reasonable period of time for subsequent performance. If the supplementary performance has failed, the customer may, at its discretion, demand a reduction in price or declare its withdrawal from the contract.
8. Irrespective of the following limitations, we shall be liable for damages based on intentional or grossly negligent breaches of contract as well as fraudulent intent by us, our legal representatives or our vicarious agents as well as for damages arising from injury to life, body or health based on intentional or negligent breaches of contract as well as fraudulent intent by us, our legal representatives or our vicarious agents in accordance with the statutory provisions.

In this case, however, the liability for damages is limited to the foreseeable, typically occurring damage, insofar as we, our legal representatives or our vicarious agents have not acted intentionally.

9. To the extent that we have given a quality and/or durability guarantee with regard to the goods or parts thereof, we shall also be liable within the scope of this guarantee. However, we shall only be liable for damage based on the absence of the guaranteed quality or durability, but which does not occur directly to the goods, if the risk of such damage is obviously covered by the quality and durability guarantee.
10. The statutory liability under the Product Liability Act remains unaffected insofar as it is mandatory.
11. Except in cases of intent and gross negligence or culpable injury to life, limb or health (clause VII 8) or within the scope of a guarantee promise (clause VII 9), we shall not be liable for damage that has not occurred to the delivery item or the processed item itself. In particular, we shall not be liable for loss of profit or other financial losses of the customer.
12. Any further liability is excluded regardless of the legal nature of the asserted claim; this also applies in particular to tortious claims or claims for reimbursement of futile expenses instead of performance. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.
13. The personal liability of our legal representatives, vicarious agents and employees for damage caused by them through slight negligence is excluded.

14. The purchaser's warranty claims for systems and new equipment and for our services shall expire one year after handover of the goods to the purchaser or after acceptance of the service by the purchaser.

In the event of a claim under a right of recourse by our purchaser, the statutory provisions of §§ 478, 445b of the German Civil Code (BGB) shall remain unaffected if delivery is made to a consumer at the end of a supplier chain. Claims for damages are excluded from this.

If we have fraudulently concealed a defect, the statutory provisions shall apply. The statutory provisions shall also apply in the event of claims for damages by the Purchaser pursuant to Clause VII 8.

VIII. Retention of title, extended lien

1. All goods delivered shall remain our property until all claims, including all current account balance claims, to which we are entitled against the customer now or in the future have been settled. This shall also apply if the purchaser makes payments on specially designated claims.
2. In the event of conduct by the customer in breach of contract, e.g. default in payment, we shall have the right to take back the goods after setting a reasonable deadline. The customer is obliged to provide us with all information required for this purpose. After taking back the goods, we may realise the goods subject to retention of title. After deduction of all expenses, the proceeds of the realisation shall be set off against the amounts owed to us by the customer.
3. The purchaser is obliged to treat the reserved goods with care and to insure them adequately at replacement value against fire, water and theft damage at his own expense. All maintenance and inspection work that becomes necessary must be carried out by the customer in good time at his own expense.
4. The purchaser is entitled to sell and/or use the reserved goods within the ordinary course of his business as long as he is not in default of payment. The purchaser hereby assigns to us in full, by way of security, the claims arising from a resale or any other legal reason in respect of the goods subject to retention of title. We hereby accept the assignment. We revocably authorise the customer to collect the claims assigned to us for his account in his own name as long as he is not in default of payment. In this case, the collection authorisation may be revoked at any time. The customer is also not authorised to assign this claim for the purpose of collecting the claim by way of factoring, unless the obligation of the factor is established at the same time to effect the counter-performance in the amount of the claims directly to us for as long as we still have claims against the customer. Pledges or transfers of ownership by way of security are not permitted.
5. Any processing of the goods subject to retention of title by the customer shall be carried out on our behalf. If the reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other processed items at the time of processing. The same shall apply to the new item created by processing as to the goods subject to retention of title. In the event of inseparable mixing of the reserved goods with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other mixed items at the time

of mixing. If the purchaser's item is to be regarded as the main item as a result of the mixing, the purchaser shall transfer co-ownership of this item to us on a pro rata basis. We hereby accept the transfer. The purchaser shall hold our sole or co-ownership of an item thus created in safe custody for us.

6. In the event of access by third parties to the goods subject to retention of title, in particular seizures, the purchaser must point out our ownership and notify us immediately so that we can enforce our ownership rights. Insofar as the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable for these.
7. Because of our claims from our services, we are entitled to a right of lien on the objects of the customer which have come into our possession on the basis of the order. The right of lien may also be asserted on account of claims which we have against the customer from earlier services and/or deliveries, insofar as they are connected with the object concerned. For other claims arising from the business relationship with the customer, this shall only apply to undisputed or legally established claims.

IX. Property rights and copyrights

1. We reserve our property rights, copyrights and other industrial property rights to all illustrations, calculations, drawings and other documents. This also applies to our entire know-how, all inventions and technical developments which are used or created for or during the delivery of a product or for or during the provision of a service or a project for the customer. All technical and pricing information is confidential and for internal use only. All tools, equipment or other aids developed in support of the performance of the contract shall remain with us unless expressly provided otherwise in an agreement. The customer may only pass these on to third parties with our written consent, irrespective of whether we have marked them as confidential.
2. The customer guarantees that the manufacture or distribution of goods and objects which we produce according to his specifications, in particular according to his illustrations, drawings or other specifications, do not infringe the property rights of third parties. The customer shall indemnify us against claims of third parties in the event that property rights are infringed.

X. Secrecy, data protection

1. The obligation to maintain secrecy shall apply to the business and trade secrets communicated to or brought to the knowledge of the other party as well as other information designated as confidential, regardless of the condition or data carrier in which it is stored (hereinafter referred to as "information"). Documents covered by the confidentiality obligation and handed over to the Purchaser shall be marked with a confidentiality notice.
2. The customer undertakes to keep the information strictly secret and not to make it accessible to any third party unless it is demonstrably in the public domain or has been designated by us for release to third parties. The customer shall take all necessary and reasonable measures to this end.

3. The information shall only be made accessible to those employees who require this information with regard to the cooperation. These employees shall also be obliged in writing to maintain confidentiality in accordance with the provisions of this confidentiality agreement. Upon request, the Purchaser shall immediately provide information on the confidentiality arrangements made with these employees and hand over copies of corresponding confidentiality documents.
4. The customer shall return the information received immediately upon first request. Copies or other duplicates may not be made. No rights of retention may be asserted. The handing over of information to the customer shall in no way constitute any grant of rights in favour of the customer.
5. Insofar as we process personal data, we shall comply with the statutory provisions on data protection. Likewise, the customer undertakes to comply with the statutory provisions on data protection insofar as it processes personal data. In these cases, corresponding data protection declarations are issued or separate agreements on data processing are made.

XI. Place of performance, place of jurisdiction, applicable law

1. The place of performance and jurisdiction for deliveries and payments as well as all disputes arising between us and the purchaser from the contracts concluded between us and the purchaser is our registered office. However, we are also entitled to sue the customer at his place of residence and/or business.
2. The relations between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

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