General Terms and Conditions of Schwermetall Halbzeugwerk GmbH & Co. KG (last updated: 14 October 2025)

Section 1 Scope

1 The present General Terms and Conditions shall apply to all, including future, contracts, deliveries and other services between Schwermetall Halbzeugwerk GmbH & Co. KG ("Schwermetall") and its customers ("Buyer"), provided that the Buyer is an entrepreneur (Section 14 German Civil Code (BGB)) or a legal entity under public law.

2 Schwermetall does not acknowledge conflicting terms and conditions of the Buyer or those that deviate from the present General Terms and Conditions, unless their validity is expressly agreed in writing. The present General Terms and Conditions shall apply without reservation, even if we accept the delivery in the knowledge of conflicting terms and conditions of the Buyer.

3 Statutory priority rules, especially mandatory consumer protection rules, shall remain unaffected.

Section 2 Conclusion of the contract, contractual documents

1 Schwermetall's quotations shall be non-binding. They shall be subject to technical modifications, provided that these are reasonable for the Buyer.

2 A contract shall only come into effect with the written order confirmation from Schwermetall (including in text form, e.g. by email) or with the execution of the delivery.

3 Schwermetall shall retain copyrights and ownership rights to samples, cost estimates, drawings and similar information of a tangible or intangible nature. These must not be made accessible to third parties without the express prior consent of Schwermetall.

Section 3 Prices, terms of payment

1 All the prices shall be in euros ex works (EXW according to Incoterms® 2020) plus the statutory VAT, and shall include packaging, but not freight, insurance and other incidental costs.

2 Payments must be made within the period, starting from the date of the invoice, that has been agreed and is documented in the order confirmation, without any deductions. The receipt of the payment in the account indicated in the invoice shall be decisive.

3 If the Buyer misses the payment deadline, the Buyer shall be in default without further reminder. Schwermetall shall be entitled to demand default interest of 9 percentage points above the applicable basic interest rate (Section 288(2) BGB) p.a.

4 The Buyer shall only be entitled to rights of set-off or rights of retention if its counter-claims are legally established, undisputed or acknowledged by Schwermetall, or originate from the same contractual relationship.

Section 4 Metal contracts

1 If a Buyer purchases metal from us at the applicable metal price for subsequent processing by us ("Metal Contract"), the contract shall come into effect through our contract confirmation, in which we confirm the type, quantity and fixing price.

2 The Buyer is obligated to send us a purchase order for the desired product, for delivery within 14 days and before the start of production. The purchase order shall contain the product specifications (product, quantity, delivery period). The price of goods shall comprise the metal price specified in the Metal Contract and the processing price that was valid at the time of the purchase order.

3 After the end of the confirmed delivery period, we shall be entitled to invoice the Buyer for the quantities that have not been accepted, for immediate payment, including the interest that has accumulated. The quantity of metal that has been paid for shall be credited to the existing metal account or to a metal account that is yet to be opened (reworking account) at a ratio of 1:1. If processing via a metal account is not possible or does not correspond to our legitimate interests, we shall have the right to cancel the fixing and to invoice the Buyer for the difference between the fixing price pursuant to the contract confirmation and the metal price at the LME daily price on the date of the cancellation of the purchase order, as well as for the interest that has accrued by then and for any costs that are incurred.

4 In the event that we have to provide a security for our broker with respect to the Metal Contract, the Buyer is obligated to provide us with this security in the same amount and at the same time.

5 If insolvency proceedings or comparable proceedings are initiated on the assets of the Buyer and the insolvency administrator decides against the continuation of the contract, all our claims for payment for metal that has not yet been delivered and/or not yet been transferred shall be deemed to have become due on the date on which the insolvency proceedings were initiated.

Section 5 Metal fixation

1 The metal fixaion must be arranged by the Buyer in an appropriate form no later than 4 weeks before the confirmed delivery date (metal contracts, full-price transaction, metal account) in the amount of the intended delivery quantity. Otherwise, we shall be entitled to undertake corresponding metal price fixing independently for the Buyer and at the Buyer's expense and to invoice the Buyer for this at the time of the delivery.

2 Only our measurements on site shall be decisive for determining the weights on the basis of the reworking of the provided metal. In the event of extraordinary deviations from the information provided by the Buyer, we shall substantiate the weighing results with appropriate documents.

3 We reserve the right to offset receivables for which the Buyer is in default against its credit from the delivered metal at the applicable daily price.

4 With respect to the metal provided by the Buyer, the Buyer guarantees compliance with relevant DIN or EN standards or separately negotiated qualities in a completely dry condition. In the event of moisture/dampness or a deviating quality, a corresponding weight deduction shall take place.

Section 6 Delivery, transfer of risk, packaging

1 Unless otherwise stipulated, deliveries shall be ex works. The risk shall be transferred to the Buyer (Section 447 BGB) when the goods are handed over to the forwarding agent or carrier, at the latest when they leave the plant.

2 The packaging that Schwermetall considers necessary is included in the processing price and shall not be taken back, unless an obligation to take back or recycle the packaging exists under the German Packaging Act (VerpackG).

3 Part deliveries shall be permitted if they are reasonable for the Buyer.

4 In the event of an intra-Community delivery in which it is not us who engages the carrier, we shall send the Buyer the "confirmation of receipt" form, which the Buyer must complete and return to us within 14 days of receiving it. If we do not receive the completed confirmation of receipt within this period, the Buyer is obligated to pay us the applicable VAT for the delivered goods at their place of origin.

5 Schwermetall shall be permitted to make deliveries that exceed or fall short of the agreed weights, quantities and dimensions by up to 10%, unless agreed standards contradict this. The goods shall be subject to deviations in terms of the diameter, weight or structure caused by their raw materials or the manufacturing process.

Section 7 Delivery period, force majeure

1 Delivery periods shall only be binding if they are expressly referred to as such. The delivery period shall be deemed to be observed if it has been reported that the goods are ready for dispatch or the delivered item has left the plant before the delivery period expires.

2 Events of force majeure or other circumstances for which Schwermetall is not responsible (e.g. labour disputes, raw material and energy shortages, official measures, disruptions of traffic and operations, pandemics) shall extend the delivery period by the duration of the disruption plus an appropriate lead time. Section 275(2) and (3) BGB and statutory rights of withdrawal and termination shall remain unaffected.

Section 8 Examination obligation, acceptance

1 The Buyer must examine the goods immediately after they are delivered in accordance with Section 377 German Commercial Code (HGB), and report any obvious defects in writing within 8 calendar days. Hidden defects must be reported in writing within 8 calendar days after they are discovered.

2 If a contractually agreed acceptance procedure is to take place, the goods shall be deemed to be accepted if the acceptance date is not within 10 calendar days of the provision of the goods for reasons for which the Buyer is responsible.

Section 9 Retention of title

1 Schwermetall shall retain ownership of all the delivered goods until all current and future claims arising from the ongoing business relationship have been settled in full (prolonged and extended retention of title).

2 The Buyer shall be entitled to sell or process the reserved goods in the course of ordinary business operations, unless the Buyer is in default, an application has been made to initiate insolvency proceedings on the Buyer's assets, or the Buyer is obligated to apply for insolvency proceedings. When reselling the reserved goods on credit, the Buyer is obligated to secure Schwermetall's rights to retain ownership during the resale. The Buyer shall be allowed to pledge the goods, transfer them by way of security, or sell them on to third parties in order to finance the purchased item, with the prior written consent of Schwermetall. Any processing or remodelling of the reserved goods by the Buyer shall always be done for Schwermetall as the processor within the meaning of Section 950 BGB. If the reserved goods are processed, remodelled, inseparably mixed or combined with items that do not belong to Schwermetall, Schwermetall shall acquire joint ownership of the new item in accordance with the ratio of the value of the reserved goods (invoice value incl. VAT) to the

other processed items at the time at which they are processed, remodelled, mixed or combined. If the other item must be regarded as the primary item, it is hereby agreed that the Buyer shall transfer joint ownership to Schwermetall on a pro rata basis. Schwermetall shall accept the transfer of ownership. The Buyer shall keep the goods (jointly) owned by Schwermetall safe for Schwermetall free of charge. In other respects, the same shall apply to the product created as a result of the processing as for the reserved goods.

3 The Buyer hereby assigns its receivables arising from the resale of the reserved goods to Schwermetall as security. If Schwermetall is only entitled to joint ownership of the sold goods, the advance assignment shall be limited to the part of the receivable that corresponds to the proportion of its joint ownership (on the basis of the invoice value incl. VAT).

4 The Buyer shall have the revocable right to collect the assigned receivables. Schwermetall can demand that the Buyer inform its debtors of the assignment. When the authorisation to collect the receivables is revoked, the Buyer must provide Schwermetall with the information about the receivable that is necessary for the collection and, if applicable, to support Schwermetall with the collection process.

5 The Buyer is obligated to keep the items (jointly) owned by Schwermetall safe at its own expense, to insure them against theft, breakage, fire, water and other damage, and to provide evidence of the insurance policy upon request.

6 The Buyer must disclose third-party access to the reserved goods immediately after it becomes aware of this, and provide Schwermetall with all the information and documents that are necessary for an intervention. The Buyer shall be liable for the costs that are incurred for removing this access, especially by filing a third-party action against execution, insofar as these cannot be obtained from the petitioning creditor.

7 If the Buyer does not properly meet its obligations arising from the present contract, or if Schwermetall becomes aware of circumstances that appear to put the satisfaction of Schwermetall's claims at risk, Schwermetall may demand the return of the reserved items. Schwermetall may demand the return of the item on the basis of the retention of title, even without withdrawing from the contract. In particular, Schwermetall shall be entitled to prohibit the Buyer from reselling or processing the reserved goods and to revoke the authorisation to collect receivables.

Section 10 Warranty

1 The statutory provisions shall apply to the rights of the Buyer in the event of material defects and defects of title, unless otherwise specified below. However, Schwermetall shall provide no guarantee that the items sold are suitable for an intended purpose, unless this is expressly agreed in writing in case of doubt.

2 Claims for defects shall lapse in 12 months from the transfer of risk. The exception to this shall be claims under Section 445b BGB (supplier's recourse) and cases of wilful intent, gross negligence or injury to life, limb or health; the statutory limitation period shall apply here.

3 In the event of legitimate complaints about defects, Schwermetall shall provide a remedy through either repair or replacement, at its discretion. Section 439(3) and (4) BGB shall remain unaffected.

Section 11 Liability

1 Schwermetall shall be liable without restriction in the event of wilful intent and gross negligence and in the event of injury to life, limb or health.

2 In the event of an infringement of essential contractual obligations through simple negligence, however, the liability shall be limited to the foreseeable damage that is typical for this type of contract. Essential contractual obligations are those that must be fulfilled in order to make the proper execution of the contract possible in the first place and on which the Buyer may regularly rely.

3 Otherwise, Schwermetall's liability shall be excluded. Mandatory liability under the German Product Liability Act shall remain unaffected.

Section 12 Property rights, indemnification

1 The Buyer shall be liable for ensuring that the drawings, models or other specifications that it provides do not infringe any third-party rights, and shall indemnify Schwermetall against all claims.

Section 13 Data protection

1 Schwermetall shall process the Buyer's personal data for the purpose of executing and processing the contract, taking the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG new) into consideration. The data privacy statement contains further information.

Section 14 Compliance, obligations to exercise due diligence in the supply chain

1 The Buyer undertakes to comply with the applicable statutory provisions, especially the German Supply Chain Due Diligence Act (LkSG), the REACH Regulation, and export control and sanctions laws.

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Section 15 Assignment

1 Schwermetall shall be entitled to assign claims from the contractual relationship to third parties. Section 354a HGB shall remain unaffected.

Section 16 Place of jurisdiction, law

1 The exclusive place of jurisdiction for all disputes arising from the present contract shall be Stolberg/Rhineland; however, Schwermetall shall be entitled to select the Buyer's general place of jurisdiction.

2 German substantive law shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Section 17 Written form, severability clause

1. Amendments and additions to the present contract require the text form (email or fax is sufficient). This shall also apply to the amendment of this requirement for the text form.

2. If a provision of the present General Terms and Conditions is or becomes invalid, in full or in part, this shall not affect the validity of the remaining provisions. The Parties shall replace the invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision.