

General Terms and Conditions of Sale

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1. Scope of Application; General Provisions

- a) These General Terms and Conditions of Sale (hereinafter referred to as the "Terms") as amended from time to time apply to all present and future sales and deliveries of goods by MVO GmbH Metallverarbeitung Ostalb (hereinafter referred to as "MVO"). Any conflicting and/or supplementary general terms and conditions of the Buyer shall not apply in relation to MVO, unless expressly agreed upon between the parties in writing. This also applies if MVO does not expressly object to those general terms and conditions of the Buyer, if MVO unconditionally fulfils any contractual obligations set out therein, or if the Buyer refers to its terms and conditions during the course of any correspondence based on an offer within the meaning of Section 2 (e.g., for system-related reasons).
- b) These Terms apply only to entrepreneurs within the meaning of Section 14 of the German Civil Code (*BGB*).
- c) If there is any uncertainty as to the interpretation of commercial clauses, the Incoterms® in their current and valid version shall be decisive.
- d) The transmission of telefaxes and e-mails also meets the written form requirement.
- e) In cases of ambiguity, the German version of these Terms shall prevail.

2. Offer; Conclusion of Contract

- a) All offers made by MVO shall be deemed to be non-binding and without obligation. They merely constitute an invitation to the Buyer to submit an offer on its part. This also applies if offers made by MVO include details regarding the type, quantity or price of the goods or technical documentation (e.g., performance specifications, drawings, etc.).
- b) The Buyer's order is deemed to be a binding offer which MVO may accept within two (2) weeks.
- c) Public statements made by MVO, the manufacturer of the delivered goods or the latter's vicarious agents, in particular in advertising or labeling, do not constitute descriptions of the quality of the goods or a guarantee of the same.
- d) A contract is concluded by (1) MVO's acceptance of an order placed by the Buyer via EDI, fax, e-mail, or in writing (order confirmation), or (2) acceptance of an appointment, or (3) signing of a delivery contract or Call-off Contract, or (4) delivery of the goods to the Buyer.

3. Call-off Contracts

- a) Call-off contracts (i.e., contracts the conditions of which have as their object the demand-oriented call-off of material quantities from the supplier) and their term must be agreed in writing. Unless otherwise agreed, the term of Call-off Contracts is limited to the respective project duration.
- b) Unless otherwise agreed upon in writing in the Call-off Contract, the provisions of these Terms shall apply.
- c) Unless otherwise agreed in writing, the Buyer shall provide MVO with non-binding information on the expected quantities of the goods to be delivered ("Forecasts"). The Buyer shall provide the first Forecast no later than 16 (sixteen) weeks prior to the date of the start of production (SOP) for the period up to the end of the calendar year in which the

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SOP takes place. The Buyer shall provide subsequent Forecasts no later than September 1 of each year for the following calendar year (i.e., for twelve months).

- d) If the Buyer terminates the Call-off Contract prior to the end of the agreed period ("Project Termination"), the Buyer shall reimburse MVO for the costs incurred by MVO up to the time of Project Termination as a result of input materials already procured or bindingly ordered and specific to the project and the Buyer ("Project Termination Costs"). The amount of the Project Termination Costs is limited to the costs of the input material procured or ordered by MVO in reliance on the fact that no Project Termination will occur. The Buyer's right to prove that MVO has suffered less damage shall remain unaffected by this provision.
- e) The quantities stated in the Forecast shall be binding for the next twelve (12) weeks calculated from the respective current date (beginning on January 1 of each calendar year) ("Rolling Frozen Zone"). The Buyer is required to accept the quantities specified within the Rolling Frozen Period.
- f) If the quantities specified in the Forecast are also called off, this call-off shall only serve to define the logistical framework conditions (e.g., agreement on the place of delivery or delivery time). A call-off must be made at least fifteen (15) working days before the requested delivery date. If no timely call-offs are made, MVO is entitled to determine the details of the delivery (in particular the place of delivery and the delivery time or delivery date) based on its reasonable discretion.
- g) If the Buyer does not call off at least 85% of the total goods envisaged in a Forecast or if the Buyer calls off more than 115% of the total goods envisaged in the Forecast, MVO is entitled to claim a compensation payment in the amount of the costs and damage incurred due to such lower or higher call-offs after the end of the relevant forecast (i.e., after the end of the respective calendar year) ("Call-off Period"). The Buyer reserves the right to prove that the damage was lower. MVO reserves the right to claim damages in excess of the amount of the contractual penalty to be paid. Furthermore, at the end of the call-off period, the agreed remuneration for the goods not called off shall become due for payment.
- h) If a termination date has been agreed in the Call-off Contract, the Buyer shall be obligated to accept any call-off goods remaining at the closing date in their entirety. Should the goods not be accepted, MVO will demand that the Buyer accept the goods and pay the agreed remuneration within a period of two (2) weeks. If acceptance and payment are not completed by the deadline, MVO shall be entitled, but not obligated, to dispose of the remaining goods and to claim damages taking into account any proceeds obtained.
- i) In the event that the individual call-offs exceed the total contractual quantity agreed in the call-off contract, MVO shall be entitled but not obligated to deliver the excess quantity. The excess quantity shall be calculated on the basis of the price list valid at the time of the call-off.

4. Prices; Costs of Contract Fulfillment; VAT

- a) The prices agreed at the time of entering into the contract shall apply. At the option of MVO, all prices are quoted ex works (EXW Incoterms 2020) MVO, Nikolaus-Otto-Strasse 1, 73529 Schwäbisch Gmünd, Germany, or Klotzbachstrasse 2, 73560 Böbingen an der Rems, Germany, excluding packaging and plus value added tax at the statutory rate applicable on the date of invoice. In addition to the price, the Buyer will be charged alloy surcharges (*Legierungszuschläge*, "LZ") and scrap surcharges (*Schrottzuschläge*, "SZ") on every invoice, which the Buyer shall pay to MVO. LZ and SZ are calculated on the basis of the surcharge lists of MVO's steel suppliers and proven to the Buyer on a quarterly basis in the form of new price lists. Unless otherwise agreed, LZ and SZ shall be adjusted on a quarterly basis.
- b) All prices agreed upon are based on the economic, legal, competitive and technical conditions prevailing at the time the contract is entered into. If, after entering into the contract, there are changes in individual price-forming elements, factors and costs which are necessary for the performance of MVO's contractual obligations (including, but not limited to, costs of materials, raw materials, packaging, labor, freight or energy) - hereinafter collectively referred to as "price elements" - and if this results in an overall increase in the cost of the goods of more than five percent (5%), MVO will state this fact in writing, giving reasons, and will be entitled to submit a request for price adjustment ("Price Adjustment Request"). MVO will take into account any price reductions of the price elements in the overall calculation. The Price Adjustment Request and its justification are open to judicial review in their entirety.
- c) MVO shall be entitled to adjust the agreed price in accordance with the Price Adjustment Request, unless the Buyer objects to this Price Adjustment Request within a period of ten (10) working days. If the Buyer objects, the Buyer and MVO shall negotiate the price adjustment. The outcome of the understanding on the price adjustment must be agreed upon in writing.

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- d) If the Buyer and MVO are unable to reach an understanding on the price adjustment within eight (8) weeks from receipt of the Price Adjustment Request by the Buyer, MVO shall have the right to terminate for cause the purchase order and the resulting contracts with the Buyer.
- e) If the parties have agreed on sampling and/or release or if such a process is required by law, it will be carried out before the goods are made available by MVO at the supplying plant. The personal and material costs for such a process shall be borne by the Buyer.
- f) In the case of deliveries to other EU member states, the Buyer shall notify MVO prior to delivery of its VAT ID number under which the Buyer is subject to purchase taxation within the EU. Otherwise, in addition to the agreed price, the Buyer shall pay the VAT amount statutorily owed by MVO for MVO's deliveries.

5. Terms of Payment

- a) The Buyer is required to pay the purchase price without deduction no later than the 15th day of the month following delivery, after which the Buyer shall be in default in accordance with Section 286 (2) No. 2 of the German Civil Code (*BGB*).
- b) If the Buyer fails to meet its payment obligations, MVO is entitled to withhold outstanding performance in whole or in part until payment of the amounts due or provision of security. In case of a first-time offer of a customer or if the Buyer is in default of payment with other claims of MVO or if MVO becomes aware of the Buyer's (imminent) insolvency, MVO shall have the right to make delivery exclusively against advance payment.
- c) If, after entering into the contract, a substantial deterioration occurs in the Buyer's assets which jeopardizes the payment of the purchase price, in particular if the Buyer ceases payments or an application is made to open insolvency proceedings against the Buyer's assets, MVO may refuse delivery until the purchase price has been paid or security has been provided. MVO shall be entitled to withdraw from the contract if the Buyer has not paid the purchase price or provided security within a reasonable period of time.
- d) Where the contract provides for the securing of payment by letter of credit, surety, guarantee or other means of security, the Buyer shall be obligated to procure such security within the agreed period in the agreed form and to furnish it to MVO. MVO is not obligated under any circumstances to perform the contract prior to receipt of the agreed payment security.
- e) The Buyer has a right of set-off only if its counterclaims have been legally established, are not disputed by MVO or have been acknowledged by MVO. The Buyer may exercise a right of retention only if its counterclaim relates to the same contractual relationship.
- f) Any agreed discount refers only to the invoice value excluding freight and other ancillary costs (packaging, insurance, etc.). The discount shall be subject to the condition that all of MVO's claims due have been settled at the time of the discount. Discount periods begin with the date of invoice.
- g) The Buyer is not entitled to assign any rights or claims arising from this contract to third parties without MVO's prior consent.
- h) MVO is entitled to assign all payment claims against the Buyer to third parties, both as security for MVO's liabilities and for refinancing purposes or for any other purposes.

6. Retention of Title

- a) MVO retains ownership of the goods delivered (Reserved Goods) until all - present and future - claims, including any refinancing or reverse bills of exchange, arising from the business relationship with the Buyer have been satisfied.
- b) Processing and treatment are always carried out for MVO as manufacturer, but without any obligations for/on the part of MVO. If MVO's ownership expires as a result of the processing and treatment, MVO shall acquire ownership of the uniform item based on the value of the delivered items in proportion to the value of the co-processed items at the time of processing. If the Buyer acquires sole ownership by combining or mixing, the Buyer shall transfer co-ownership to MVO based on the ratio of the value of the delivered items to the invoice value of all combined or mixed items at the time of combining or mixing. The Buyer shall safeguard the (co-)ownership for MVO. If the goods are in the possession of a third party, the Buyer hereby assigns to MVO the claim for return against this third party. MVO hereby already accepts this assignment. MVO's (co-)ownership acquired according to these provisions shall pass to the Buyer under the same conditions as the ownership of the goods delivered by MVO.
- c) All claims accruing to the Buyer from the use of the Reserved Goods shall be assigned by the Buyer in advance, together with all ancillary rights, to MVO, which accepts the assignment, until the Buyer's claims stated in the purchase agreement/delivery call-off have been settled in full. If the Reserved Goods are sold together with other items not belonging to MVO or if they are used as material in the execution of contracts for work and services, the assignment will include the share of the proceeds corresponding to the co-ownership.

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- d) The Buyer remains entitled to collect these claims even after the assignment. This shall not affect MVO's right to collect the claims itself. MVO agrees not to collect the receivables as long as the Buyer meets its payment obligations from the proceeds collected, is not in default of payment and, in particular, as long as no application for the initiation of insolvency proceedings has been filed or payments have not been suspended.
- e) The Buyer shall also assign to MVO any claims against a third party which are secured by means of collateral and which arise from the combination of the goods with real property.
- f) The Buyer is entitled to sell the Reserved Goods in the ordinary course of business. The Buyer may not dispose of the goods in any other way beyond the scope of the Buyer's claims for performance. Goods subject to retention of title may not be used by the Buyer as security for its creditors. This also applies in the context of the Buyer's financing arrangements such as factoring or forfaiting. Claims assigned to MVO may be pledged or assigned as security to third parties only with MVO's prior consent.
- g) The Buyer shall immediately inform MVO in writing about any third-party interference with or seizure of the reserved goods. The costs required to protect MVO's rights shall be borne by the Buyer, to the extent that they cannot be reclaimed from the third party.
- h) If the Buyer violates an essential contractual obligation, in particular if the Buyer is in default of payment, MVO shall be entitled to take back the Reserved Goods at the expense of the Buyer or to demand the assignment of any rights of possession of the Buyer against third parties. In addition, MVO shall be entitled to revoke the Buyer's right of resale and any authorization for collection, to collect the claims, and to use, exploit or resell the Reserved Goods. In the event that MVO takes back the Reserved Goods or sells these goods, this shall not be deemed to be a withdrawal from the contract. MVO may offset the proceeds from the sale of the Reserved Goods against outstanding claims. The Buyer is liable for the loss if the realization proceeds are less than the purchase price.
- i) If the value of the existing securities exceeds the secured claims by more than 20% in total, MVO will, at the Buyer's request, be obligated to release the securities at MVO's discretion.
- j) Insofar as MVO is entitled to take back the Reserved Goods, the Buyer shall irrevocably allow MVO and its representatives to enter its business premises during normal business hours and permit the goods to be taken back.

7. Delivery; Delay in Delivery

- a) Delivery call-offs and orders are based on the logistical arrangements specifically agreed between the parties. If the parties have not agreed on specific logistical arrangements, the following provisions set out in Sections 7. b) to 7. h) shall apply.
- b) Unless otherwise agreed by the parties, all deliveries shall be made FCA Incoterms 2020, at MVO's option, either MVO, Nikolaus-Otto-Strasse 1, 73529 Schwäbisch Gmünd, Germany, or Klotzbachstrasse 2, 73560 Böbingen an der Rems, Germany.
- c) Time specifications, in particular delivery times specified by MVO, shall be binding only if they have been expressly agreed as binding by MVO. Compliance with delivery periods or delivery dates is determined by the provision of the goods ex works. MVO does not undertake to comply with confirmed delivery times if information, final goods requirements or cooperation on the part of the Buyer, including but not limited to the provision of an agreed payment security, the provision of domestic or foreign certificates or the provision of import licenses required for the dispatch or delivery of the goods, are not received within the agreed time limits or in due time prior to delivery. The defense of non-performance of the contract remains reserved.
- d) Delivery times shall be extended by a reasonable period of time in the event of impediments to delivery for which MVO is not responsible. In particular, this includes disruptions in energy supply or traffic, the imposition of an embargo, business disruptions, labor disputes, epidemics and pandemics and their consequences, plant closures or production shutdowns ordered by the authorities or the government, non-fulfillment of the Buyer's obligations to cooperate or delayed or cancelled, incomplete or defective deliveries from sub-suppliers. MVO shall immediately inform the Buyer of such obstacles to delivery.
- e) In case MVO exceeds binding delivery deadlines, the Buyer may exercise its legal rights only after the unsuccessful expiration of a reasonable grace period of at least four (4) weeks. The Buyer shall be/is entitled to rights and claims due to delay only if MVO is responsible for the delay.
- f) If the Buyer is in default with the acceptance of the contractual delivery or if the Buyer culpably violates other duties to cooperate, MVO shall be entitled to demand compensation for the damage incurred in this respect, including any additional expenses (e.g., storage expenses). In addition, MVO may store the goods at the Buyer's risk. MVO reserves the right to assert additional rights and claims.
- g) If the conditions of Section 7. f) are met, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer at the moment the Buyer is in default.

- h) Should the Buyer fail to accept delivery despite the expiration of a reasonable grace period, MVO shall be entitled to sell the delivered goods elsewhere and to charge the Buyer 20% of the purchase price as minimum damages. The Buyer is entitled to prove a lesser damage. MVO reserves the right to claim additional damages. Sums already paid as minimum damages will be credited against such additional damages.
- i) If the Buyer incurs a loss due to a delay in delivery for which MVO is responsible, statutory provisions shall apply. If MVO has to pay damages thereafter, such damages shall amount to a maximum of 0.3 % of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay, for each calendar week of the delay. Overall, this contractual penalty shall be limited to 5% of the value of the total delivery. MVO reserves the right to prove that no damage or only a significantly lower damage than the aforementioned contractual penalty has occurred. Contractual penalties shall be credited against the assertion of additional compensation claims.
- j) MVO is entitled to make partial deliveries, unless the partial fulfillment of the contract is unreasonable for the Buyer. Partial deliveries may be invoiced separately.

8. Qualities, Grades, Dimensions, Properties, Consumption

- a) Qualities, grades and dimensions and other specifications of the goods are determined by the properties of the goods agreed upon when the contract was entered into in the form of agreed specifications, technical documents, drawings, performance specifications, etc.
- b) In the absence of such an agreement, the criteria stated under Section 8. a) are determined according to the DIN and EN standards applicable at the time of conclusion of the contract. In the absence of such standards, the qualities, grades and dimensions of the goods are determined on the basis of the suitability for use assumed for in the contract, otherwise on the basis of the usual use or properties which are customary for the same items of the same kind and which may be expected by the Buyer. References to standards and comparable regulations, to factory test certificates and other certificates and information about qualities, grades, weights, dimensions or usability of the goods do not constitute a representation or guarantee with regard to the quality of the goods.
- c) Deviations of delivered goods from the properties according to Section 8. a) or 8. b), which the Buyer has released within the scope of its own release (e.g., PPAP factory certificate), do not constitute defects.
- d) Deviations in dimensions, weights and quality are allowed in accordance with the rules and regulations listed in Section 8. b) or applicable practice. Weights are ascertained on MVO's calibrated scales and are binding for invoicing purposes. Proof of weight is provided by submission of the weighing record. Unless individual weighing is customary, the total weight of the consignment applies in each case.
- e) The Buyer shall consume/use the goods in the chronological order of their delivery, i.e., the Buyer shall consume/use first the goods delivered first ("FIFO Procedure"). MVO shall not be liable for any defects or damage resulting from non-compliance with the FIFO Procedure.

9. Packaging

- a) Unless otherwise agreed, MVO will deliver the goods in packaging customary in the trade and reserves the right to choose the packaging. The costs of packaging, shipping, payment transactions, customs duties, export, import or transit, etc. shall be borne by the Buyer and shall be invoiced separately to the Buyer.
- b) If MVO and the Buyer have expressly agreed that MVO is responsible for the transport, the Buyer shall immediately report any transport damage to the transport company and arrange for a statement of facts to be submitted to the competent authorities. Insurance of the goods against damage in transit shall be taken out only upon special written order of the Buyer. The costs of such insurance shall be charged separately to the Buyer.
- c) In the event that MVO has provided the Buyer with freight cars or loading units, the Buyer agrees to return them to MVO completely emptied, cleaned in accordance with the regulations and complete.
- d) If MVO uses the Buyer's reusable packaging, it must be provided by the Buyer in proper, clean and dry condition in accordance with MVO's request. The Buyer shall be responsible for replacing damaged reusable packaging.

10. Liability for Defects

- a) The Buyer's rights regarding defects of the goods shall be determined in accordance with the statutory provisions, unless otherwise stipulated below. The special statutory provisions in the case of final delivery of the goods to a consumer shall remain unaffected in all cases, even if the consumer has further processed the goods (supplier's recourse pursuant to Sections 478, 445a, 445b of the German Civil Code (*BGB*)). Claims based on supplier recourse shall be excluded if the defective goods have been further processed by the Buyer or another business entity, for example by incorporation into another product.

- b) Notwithstanding Section 434 (2) Sentence 1 Nos. 2 and 3 of the German Civil Code (*BGB*), freedom from defects of a product is determined exclusively by the properties of the goods agreed between the parties within the framework of a specification, e.g., by provisions on properties in specifications, performance specifications, or technical documentation or records.
- c) Any specific usability of the goods or the provision of any accessories or instructions by MVO must be expressly agreed between the Buyer and MVO in the respective specification. In the absence of an agreement, the Buyer may not invoke a defect if the goods are not suitable for the presupposed and/or intended use. MVO neither represents that the goods are suitable for the usual use, nor that they have a property which is usual for goods of the same kind and which the Buyer can expect, nor that assembly or installation instructions as well as other instructions are enclosed with the goods. Section 434 (3) of the German Civil Code (*BGB*) is expressly waived.
- d) If the goods are specified, they shall also be deemed to be free of material defects if recognized production-related tolerances are complied with.
- e) Any specifications of the goods do not constitute quality features or warranted characteristics warranted by MVO, but rather descriptions or identifications of the delivery or service. The agreement of a guarantee or a warranted characteristic is made only by individual, express written agreement with MVO.
- f) Within the scope of its statutory obligations, the Buyer shall inspect the goods immediately after delivery and notify MVO in writing of any defects without delay. If the Buyer fails to notify MVO, the goods shall be deemed to have been accepted, unless the defect was not visible at the time of inspection. If the defect was not visible at the time of delivery, notification must be made immediately after discovery and the Buyer must set out the circumstances as to why the defect was not visible; otherwise, the goods are deemed to have been approved even in view of the defect, resulting in the loss of warranty rights for corresponding defects.
- g) If MVO has developed or manufactured goods on the basis of certain specifications of the Buyer, MVO shall not be liable for defects which have arisen as a result of such specifications of the Buyer.
- h) In the event that the delivered goods are defective as to quality, MVO shall, at its own choice/option, remedy the defect or deliver goods free of defects (subsequent performance). If the subsequent performance fails or is unreasonable for the Buyer, the Buyer may reduce the purchase price or withdraw from the contract.
- i) The Buyer must allow MVO the necessary time and opportunity for the subsequent performance owed, in particular by handing over the goods complained about for inspection purposes. In the case of replacement deliveries, the Buyer must return the defective goods in accordance with the statutory provisions.
- j) In urgent cases, the Buyer is entitled, in agreement with MVO, to remedy the defect itself or have it remedied by third parties on its behalf and to claim reimbursement of the costs actually incurred for the remedy of the defect and substantiated to MVO. Urgent cases are those in which, in order to avert acute dangers or to avoid considerable (higher) damage (e.g., suspension of production or delivery in the downstream supply chain), the Buyer cannot reasonably be expected to grant MVO an opportunity to remedy the defect, taking into account a reasonable period of time.
- k) Where the parties have agreed on an acceptance/materials test or where such a test is required by law, any complaint about defects which were identifiable during such acceptance/materials test is excluded after such test has been carried out.
- l) The warranty period is twelve (12) months from delivery or, if acceptance is required, from acceptance.
- m) In the case of goods which have been sold as downgraded material, for example, where the intended use is reduced, which are otherwise defective or treated as rejects, or in the case of so-called "II a Material," the Buyer cannot make any claims for defects with regard to the stated defects and those which the Buyer must normally expect.

11. Liability

- a) Any claims for damages or reimbursement of expenses on the part of the Buyer are subject to statutory provisions and the following conditions: In cases of injury to life, body or health and in cases of intentional breach of contractual obligations, MVO has unlimited liability.
- b) In cases of breach of "material contractual obligations" (i.e., obligations the breach of which would compromise the purpose of the contract and the performance of which the Buyer may therefore reasonably rely on), the amount of the claim is limited to the net sales value of the respective contract concerned. In the case of a long-term supply relationship and multiple deliveries made thereunder over a period of years, this shall mean a limitation of the liability per calendar year to the respective net sales value of the year in which the damage (first) occurs. In the case of recalls to prevent danger to life and limb or other cases requiring a recall, liability shall be limited to the amount covered by a relevant, valid and effective insurance policy, if and to the extent that this coverage exceeds the net sales value of the

contract or, in the case of long-term supply relationships, exceeds the relevant net annual sales value. In all other cases MVO assumes no liability.

- c) The limitations of liability resulting from Section 11. a) are also applicable in case of breaches of duty by or in favor of persons for whom MVO is responsible according to the statutory provisions. They shall not apply, however, if MVO has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods.
- d) MVO assumes liability for recall or service actions carried out by the Buyer or the Buyer's customers only if these are/were necessary due to statutory provisions or orders by public authorities or in order to avoid personal injury and if the defectiveness of the goods delivered by MVO is/was the cause thereof.
- e) The exclusion and/or limitation of liability also apply to the extent that the Buyer demands the reimbursement of futile expenses instead of a claim for damages in lieu of performance.

12. Industrial Property Rights and Copyrights

- a) Unless otherwise agreed in writing, MVO is the exclusive owner of all copyrights and other industrial property rights and know-how with regard to the goods and related documents (e.g., drawings, models, and other technical documents or documentation). The Buyer may not duplicate, copy or reproduce the goods or related documents and may use them only as part of the design for which the goods are intended.
- b) The Buyer as the recipient of information shall refrain from imitating or exploiting information outside the contractually agreed purpose (in particular in the field of reverse engineering), from having it imitated or exploited by third parties, or from applying for industrial property rights regarding the information received.
- c) To the extent that MVO has developed and/or manufactured goods on the basis of certain specifications of the Buyer or has prepared drawings therefor and these specifications are the subject of the assertion of (property right) infringements on the part of third parties against MVO, the Buyer agrees to indemnify MVO from and against any such claims upon first demand. This indemnification obligation of the Buyer applies to all costs and expenses incurred by MVO as a result of or in connection with claims by a third party.

13. Force Majeure

- a) "Force Majeure" is the occurrence of an event or circumstance (a "Force Majeure Event") that prevents MVO from performing one or more of its contractual obligations under the contract if and to the extent that MVO demonstrates that such hindrance is beyond its reasonable control, could not reasonably have been foreseen at the time of entering into the contract, and that MVO could not reasonably have avoided or overcome the effects of the hindrance. Force Majeure Events shall be presumed to include, but not be limited to, the following events or circumstances: Fires, floods, strikes, war, pandemics, epidemics, blockades, import and export bans, embargoes, sanction regulations, impediments beyond MVO's control in its own supply of raw materials, machinery or materials, lack of energy, lack of or unavailability of means of transport, lawful or unlawful official acts, compliance with laws, government orders, or official measures.
- b) If MVO can successfully claim the occurrence of Force Majeure, MVO shall be released from its duty to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract as of the time of the occurrence of the Force Majeure Event. If the effects of the Force Majeure Event are transitory, MVO shall be exempt from the respective performance obligation during the period of the disruption and to the extent of its effects. The temporary or permanent exemption from performance applies regardless of whether the Force Majeure Event occurred at MVO or at one of its subcontractors and regardless of whether the Force Majeure Event occurs while MVO is in default.
- c) The parties are obligated, to the extent reasonable, to communicate the necessary information without delay and to adjust their obligations to the changed situation in good faith. The parties agree to inform each other without delay when the Force Majeure Event has come to an end. MVO will have a reasonable period of time for the resumption of production.
- d) If the Force Majeure Event continues for more than thirty (30) days, MVO and the Buyer have the right to withdraw from the contract with immediate effect by giving notice of withdrawal to the other party, without any claims for compensation for any damages or losses. Any claims for reimbursement of performance or compensation for futile expenses as well as for services rendered shall remain unaffected. Section 206 of the German Civil Code (*BGB*) shall/does not apply.

14. Confidentiality

- a) Unless the parties have entered into a separate confidentiality agreement or a non-disclosure agreement (NDA), the provisions of Sections 14. b) to 14. g) below shall apply.

- b) The parties undertake to keep confidential any knowledge and information, in particular any technical details and documents, i.e., any know-how and business secrets, obtained within the scope of the contractual relationship. This obligation shall apply irrespective of whether the information was provided orally or in writing. The entrusted knowledge and information may be used exclusively for the purpose of the cooperation between the parties and may be made available only to those employees who have necessarily been involved and have been obligated to maintain secrecy to the same extent. Any exceptions to the above shall require the prior express and written consent.
- c) The confidentiality obligations under this section do not apply if and to the extent it can be demonstrated that the information concerned is or becomes generally known through no fault of the party bound to confidentiality, or has been or is lawfully obtained by a third party or is already available at the receiving party or must be disclosed due to mandatory regulations.
- d) The confidentiality obligations contained in this section shall survive the expiration or termination of a contract or an order.
- e) Upon termination of the contractual relationship, all documents referred to in this provision must be returned or destroyed at the request of the party entitled thereto. Subcontractors shall be bound by the same obligation.
- f) In addition, the parties undertake to maintain a comprehensive system for the protection of confidential information. This includes, but is not limited to, appropriate contractual arrangements with regard to employees and external business partners, a comprehensive system for classifying and storing secret information, the establishment of internal contact points in connection with whistleblowing, and general compliance with the requirements of the German Business Secrets Act (*Geschäftsgeheimnisgesetz*).
- g) The parties may publicize their business relationship only with prior written consent.

15. Proof of Exportation; Confirmation of Arrival; VAT ID Number

- a) If a commercial buyer or its agent picks up the goods and transports, moves or ships them abroad, the Buyer shall submit to MVO the proof of exportation and/or the confirmation of arrival required for tax purposes within ten (10) days of delivery. If such proof is not submitted, the Buyer shall pay the value-added tax (VAT) rate applicable to deliveries within the Federal Republic of Germany as calculated on the basis of the invoice amount.
- b) MVO reserves the right to initially calculate and collect the VAT and to credit and refund it after the required proof of exportation has been submitted.
- c) A commercial buyer who is resident in another member state of the EU is obligated to notify MVO of its VAT ID number prior to delivery. MVO is not obligated to make delivery as long as the notification has not been made.

16. Set-Off; Group Offsetting Clause

- a) MVO is entitled to offset any claims due to MVO from the Buyer against any claims due to the Buyer, irrespective of the legal basis, from companies in which Georgsmarienhütte Holding GmbH directly or indirectly holds a majority interest.
- b) The current list of companies within the meaning of the preceding paragraph in which Georgsmarienhütte Holding GmbH directly or indirectly holds a majority interest can be found at www.GMH-gruppe.de. The Buyer will receive information on the list of companies within the meaning of the above paragraph at any time upon request.

17. Binding Principles; Sanctions

The following principles are followed irrespective of countries and borders:

- a) Human rights: The Buyer will support and respect the protection of international human rights within its sphere of influence and ensure that it is not complicit in human rights abuses.
- b) Labor standards: The Buyer will advocate, to the extent of its ability, the elimination of all forms of forced labor, the abolition of child labor, and freedom from discrimination in the context of hiring and employment.
- c) Anti-corruption: The Buyer undertakes to comply with any and all applicable anti-corruption laws and regulations and not to commit any prohibited acts, either directly or indirectly. Prohibited acts include, but are not limited to, promising, offering and/or granting, or soliciting or accepting, any improper advantage or benefit in order to improperly influence any action.
- d) Environmental protection: In addressing environmental issues, the Buyer will support a precautionary approach and take initiatives to create a greater sense of responsibility for the environment and promote the development and diffusion of environmentally friendly technologies.
- e) Energy efficiency: The Buyer shall always consider energy efficiency assessments when procuring or modifying energy consuming equipment and components.

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- f) Code of conduct: The Buyer acknowledges with binding effect the principles of conduct set forth in the respective current version of the Code of Conduct of the GMH Group. The current version of the GMH Group' Code of Conduct is published at gmh.to/CoCDE.
- g) Right to audit; termination: MVO is entitled to verify compliance with the obligations set forth in Section 17. a) to f); the Buyer shall provide corresponding evidence and information upon MVO's request. If there are indications of a not insignificant violation of the obligations set forth in this Section 17. a) to f), in particular violations of anti-corruption laws or regulations or non-compliance with the Code of Conduct of the GMH Group, by the Buyer, its corporate bodies, employees or other persons engaged as part of the contractual relationship, MVO is entitled to demand from the Buyer written information about compliance with the aforementioned regulations and any violations and, in case of serious or repeated violations, to terminate the contract for cause without notice, unless the violation is remedied by the Buyer within a reasonable period of time. The request for information should be made in writing and should respect the Buyer's legitimate interests requiring protection, including its trade and business secrets, and the rights of its employees, including data protection.
- h) The Buyer undertakes and represents not to sell, deliver, transfer or export, directly or indirectly, the goods ordered from MVO or services related thereto to individuals or legal entities, organizations or institutions or to use them within the scope of technical assistance or other services, insofar as this would be/is prohibited for MVO and/or the Buyer according to the sanction regulations of the United Nations, the European Union, the Federal Republic of Germany or the United States of America. In this respect, the Buyer undertakes to comply with the sanction regulations regardless of whether they apply to it.
- i) In the event that funds or economic resources of the Buyer or a recipient of the goods are or will be frozen at the scheduled time of delivery due to sanction regulations of the United Nations, the European Union, the Federal Republic of Germany or the United States of America, and/or if, at the scheduled time of delivery due to sanction regulations of the United Nations, the European Union, the Federal Republic of Germany or the United States of America, the Buyer or any recipient of the goods is prohibited from directly or indirectly receiving or benefitting from funds or economic resources, MVO shall be released from its obligation to render performance.
- j) Paragraphs h) and i) of this section shall not apply if compliance with sanctions of the United States of America violates Regulation (EEC) 2271/96 as amended from time to time and a corresponding obligation constitutes a violation of Section 7 of the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*).
- k) Should MVO have doubts as to whether the Buyer is acting or intends to act in accordance with this obligation, MVO is entitled to demand from the Buyer appropriate evidence (e.g., end-use declarations, approvals, etc.) regarding utilization of the goods in accordance with paragraph h) of this section. If, in such a case, the Buyer fails to furnish proof of utilization of the goods in accordance with paragraph h) of this section, or fails to do so in due time, MVO may postpone delivery until such proof has been furnished. If the provision of such proof fails, MVO shall be entitled to terminate the contract for cause. Any right to claim damages shall remain unaffected.

18. Miscellaneous

- a) Should any provision of these Terms or other agreements made between the parties be or become invalid, this shall not affect the validity of the remaining provisions of these Terms/the contract. The contracting parties are obligated to replace the invalid provision by a provision that comes as close as possible to it in terms of legal and economic success by mutual agreement.
- b) Any changes and additions to these Terms or to individual contracts are effective only if made in writing. This applies equally to this written form requirement.
- c) The contractual relationship is governed by and construed in accordance with the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- d) The exclusive venue for any disputes arising from or relating to these Terms is MVO's place of business. Notwithstanding this agreement on venue, MVO may also bring an action against the Buyer at the Buyer's place of business.
- e) If the Buyer's registered office is outside the European Union (EU) or the European Free Trade Association (EFTA), all disputes arising directly or indirectly in connection with these Terms or in connection with any individual contracts based on these Terms shall be settled in accordance with the Arbitration Rules of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V., DIS*) without recourse to the ordinary courts of law. The arbitral tribunal shall consist of three arbitrators, at least one of whom shall be a fully qualified lawyer (two German state law examinations, qualification as a judge) or must have successfully completed comparable training.