

## General Terms of Sale

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### 1. Scope of application, general provisions

- a) These General Terms of Sale (hereinafter the "Terms") apply as amended to all current and future sales and deliveries of goods by MVO GmbH Metallverarbeitung Ostalb (hereinafter "MVO"). The buyer's conflicting and/or supplementary general terms and conditions, if any, shall not be binding upon MVO unless the parties expressly agreed otherwise in writing, and this applies even if MVO does not expressly object to such general terms and conditions or fulfils its contractual obligations without reservation.
- b) The Terms shall only apply to companies within the meaning of § 14 of the Civil Code (*Bürgerliches Gesetzbuch - BGB*).
- c) In case of doubt, commerce clauses shall be interpreted pursuant to Incoterms®, as amended and in effect.
- d) The written form is deemed to have been satisfied by the transmission of facsimiles and electronic mail.
- e) In case of conflict, the German version of the Terms shall prevail.

### 2. Offer, Contract Conclusion

- a) All of MVO's offers are subject to change and non-binding. They merely represent an invitation to the buyer to submit an offer on its part. This applies even if MVO's offers set forth details as to type, quantity or price of contractual products, or if they contain technical documentation (e.g., specifications, drawings, etc.).
- b) The customer's order is deemed to be a binding offer that MVO may accept within two weeks.
- c) Public statements made by MVO, the manufacturer of the goods supplied or its agents, including but not limited to those forming part of advertising or labelling, neither serve descriptive services nor constitute a warranty as to the goods' condition.
- d) MVO's acceptance of orders exclusively takes the form of a confirmation sent by EDI, facsimile, email or in writing, or of delivery of contractual products to the customer.

### 3. Call-off contracts

- a) Call-off contracts (contracts providing for the need-based ordering of materials from the supplier) and their terms must be agreed in writing. Unless stipulated otherwise, the terms of call-off contracts are limited to the duration of a given project.
- b) If, within a period of twelve months (call-off period), less than 85% or more than 115% of the goods forecasted for the call-off period are ordered, MVO is entitled, following the expiration of the call-off period, to demand monetary compensation in the amount of costs and losses incurred as a result of such lower or higher order volume. The first call-off period shall commence on the day of contract conclusion. Upon the expiration of each call-off period, a new twelve-month period will commence, and this shall apply until the end of the relevant call-off contracts. The buyer reserves the right to offer evidence of lower damages, while MVO reserves the right to assert claims for damages exceeding the amount of any payable contractual penalty.

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- c) Upon the expiration of the call period, payment for goods not ordered is due at the agreed rate.
- d) Upon the lapse of the agreed final date, the buyer is obligated to accept any remaining call-off goods at one time, failing which MVO will call on the buyer to accept the goods and pay the agreed price within a period of two weeks. In the event that acceptance and payment do not occur by such deadline, MVO is entitled but not obligated to dispose of any remaining goods and assert a claim for damages in an amount adjusted by the proceeds of such sale.
- e) Unless otherwise agreed, the buyer is obligated to provide MVO, by 31 October of each calendar year, with a non-binding annual projection of the products to be supplied in the following calendar year (forecast). The quantities stated in the annual projection are binding for twelve weeks from the then-current date, and the buyer must accept the quantities stated within such rolling twelve-week zone (frozen zone). If the quantities stated in the annual projection are further subject to orders, such call-off merely serves the purpose of determining the logistical framework conditions (e.g., agreement on delivery site / time). An order must be made at least 15 days before the desired delivery date. If orders are not placed in due time, MVO is entitled to set the details of delivery (e.g., delivery site / time) at its own reasonable discretion.
- f) If individual call-offs overall exceed the agreed contractual volume and/or weekly maximal capacity, MVO is entitled but not obligated to supply such excess volume, which is billed on the basis of the rate schedule in effect at the time of the order.

#### 4. Prices, implementation costs, sales tax

- a) The prices stated in the order confirmation shall apply. All prices are ex works (EXW Incoterms, as amended and in effect at the time of contract conclusion), excluding packaging and sales tax at the legally prescribed rate on the day of invoicing. In addition to the price, the customer will be billed in each invoice for Scrap (SZ) and Alloy (LZ) surcharges, which the customer must pay to MVO. Scrap and Alloy surcharges are calculated on the basis of MVO's steel suppliers surcharges lists and will be documented for the customer's benefit on a quarterly basis in the form of new price lists. Unless otherwise agreed, SZ and LZ surcharges will be adjusted quarterly basis.
- b) If MVO incurs higher costs after the contract conclusion (e.g., due to collective bargaining, increase in labor costs, increase in energy costs, increase in packaging costs or increases in material costs), MVO is entitled to adjust fixed prices in line with higher costs and at its own reasonable discretion, while the customer may have price adjustments reviewed by a competent court for fairness.
- c) If the parties have agreed on an approval process of validation, or if such process is required by law, it is to be carried out before MVO makes the goods available at the supplying plant, with the buyer bearing any personal and material cost of such process.
- d) In the event of deliveries to other EU member states, the buyer must provide MVO, prior to delivery, with the Sales Tax ID under which its purchases will be taxed within the EU. Otherwise, the buyer must pay, in addition to the agreed price, the statutory amount of sales tax owed by MVO for any deliveries effected by MVO.

#### 5. Terms of payment

- a) The buyer must pay the purchase price in full by the 15th of the month following delivery, at the latest, failing which it is in default within the meaning of § 286 (2) no. 2 of the Civil Code.
- b) Should the buyer fail to meet its payment obligations, MVO is entitled to withhold outstanding services wholly or in part until the amounts due have been paid or payment security has been provided. In the case of new customers, if the buyer is in default of payment with respect to other MVO claims, or if MVO becomes aware of the buyer's (imminent) insolvency, MVO may insist on advance payment for future deliveries.
- c) In the event that, following the contract conclusion, the buyer's assets undergo a significant deterioration that places in doubt its ability to pay the purchase prices, and especially if the buyer suspends payments altogether or is subject to a petition seeking the institution of insolvency proceedings, MVO may refuse to make delivery until the purchase price has been paid or payment security has been provided. MVO is further entitled to rescind the contract in the event that the buyer has not paid the purchase price or provided security within a reasonable period of time.
- d) Insofar as the contract stipulates that payment be secured by letter of credit, surety, guarantee or other means of security, the buyer is obligated to obtain such bond in the agreed form and within the agreed period, as well as to produce it to MVO. Under no circumstances is MVO obligated to fulfil the contract before receiving the agreed payment security.
- e) The buyer shall have a right of set-off only if and to the extent that its counterclaims have been effectively established, are undisputed or have been recognized by MVO. Similarly, the buyer may only exercise a right of retention if its counterclaim is derived from the same contractual relationship.

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- f) Any agreed discount for early payment invariably refers to the invoice amount only and excludes shipping and other ancillary costs (packaging, insurance, etc.). A discount further requires that all of MVO's claims have been settled by the time it is extended. Discount periods commence on the invoice date.
- g) The buyer is not entitled to assign rights or claims under this agreement to third parties without MVO's prior consent.
- h) MVO is entitled to assign all payment claims against the buyer to third parties, irrespective of whether as collateral for liabilities of MVO or for refinancing or any other purposes.

## 6. Retention of title

- a) MVO retains the title to the delivered goods (reserved goods) until all – present and future – claims arising from the business relationship with the buyer, including those related to refinancing or bills of exchange, have been satisfied.
- b) Any processing is carried out for MVO as manufacturer but to the exclusion of any obligations on the part of MVO. If MVO's title lapses as a result of such processing, MVO will acquire ownership of the object so created at a rate corresponding with the proportion of the value of the goods delivered to that of the goods so processed with effect at the time of processing. If the buyer acquires sole ownership through combination or mixing, it will transfer co-ownership to MVO at a rate corresponding with the proportion of the value of the goods delivered to the invoiced amount for all goods so mixed or combined at the time of combination or mixing. The buyer will safely store MVO's property. In the event that the goods are located with a third party, the buyer hereby assigns to MVO, and MVO accepts, any claim against such third party for their return. MVO's title acquired in accordance with these provisions will be transferred to the buyer subject to the same conditions as those governing goods delivered by MVO.
- c) The buyer shall assign to MVO in advance, and MVO hereby accepts, all claims accruing to the buyer from the use of reserved goods, along with all ancillary rights, until such time as the buyer has fully settled its claims specified in the purchase order / order instructions. If the reserved goods are sold together with other items not belonging to MVO, or if they are used as materials in the performance of contracts for work and labor, the assignment shall cover the share of the proceeds corresponding with the rate of co-ownership.
- d) The buyer remains entitled to collect these claims even after the assignment; MVO's right to collect the claims itself is not unaffected. MVO must not collect claims so long as the buyer fulfils its payment obligations arising from the proceeds received, is not in default of payment and, in particular, no petition seeking the institution of insolvency proceedings with respect to its assets has been filed and payments have not been suspended.
- e) The buyer also assigns to MVO such claims covered by means of security as may arise against a third party as a result of the goods being tied to real property.
- f) The buyer is entitled to sell reserved goods in the regular course of business, although such right of disposal is confined to the claims for performance that the buyer must satisfy. The buyer must not use reserved goods as security for its creditors, and this is true in the context of the buyer's refinancing commitments (such as factoring or forfeiting) as well. The claims assigned to MVO may only be pledged or assigned to third parties as security with MVO's prior consent.
- g) The buyer must immediately inform MVO in writing of any third-party interference with, or attachment of, reserved goods, and it bears any expenditures necessary to protect MVO's rights to the extent that they cannot be claimed back from the third party in question.
- h) If the buyer breaches a material contractual obligation, especially if it is in default of payment, MVO may take back reserved goods at the buyer's expense or demand the assignment of any rights to the buyer's property in relations with third parties. Furthermore, MVO is entitled to revoke the buyer's right of resale as well as any authorization to collect, to collect the claims itself as well as to use, utilize or resell reserved goods. Insofar as MVO takes back or sells reserved goods, this shall not be deemed a rescission of the agreement. MVO may apply the proceeds from the sale of reserved goods against its outstanding claims, and the buyer shall be liable for any loss in the event that the sales proceeds are lower than the purchase price.
- i) If the value of existing security exceeds the secured claims by a total of more than 20%, MVO is obligated to release security at its own discretion at the buyer's request.
- j) Insofar as MVO is entitled to take back reserved goods, the buyer must irrevocably grant MVO and its representatives access to its business premises during normal business hours and allow them to seize goods.

## 7. Delivery, default in delivery

- a) Call-offs and orders are based on the specific logistical arrangements agreed between the parties. If no such arrangements were made between the parties, items 7. b) through 7. h) shall apply.

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- b) Unless otherwise agreed by the parties, all deliveries shall be at the choice of MVO made ex works (EXW) MVO, Nikolaus-Otto-Strasse 1, 73529 Schwäbisch Gmünd, Germany or Klotzbachstraße 2, 73560 Böbingen an der Rems, Germany, in accordance with Incoterms as amended and in effect at the time of contract conclusion.
- c) Times and dates, especially delivery times provided by MVO, are only binding if and to the extent that MVO expressly recognized them as such. The time of the delivery of goods ex works determines whether delivery periods or delivery dates are met. MVO is not obligated to comply with confirmed delivery times if information, final product requirements or the buyer's assistance (especially as regards the provision of security for payments as agreed), the provision of domestic or foreign certificates as well as of import licenses needed for the dispatch or delivery of goods are not received by the agreed deadline, or in good time before delivery. The right to raise the defense of non-performance is expressly reserved.
- d) Delivery periods will be extended by a reasonable amount of time in cases where there are obstacles to delivery for which MVO is not responsible. This applies in particular in the event of disruptions to the supply of energy or traffic, the imposition of an embargo, standstills, labor disputes, epidemic or pandemic events and their consequences, state ordered shut down of production or plants, the buyer's failure to meet its duties of cooperation or delayed or cancelled deliveries from suppliers. MVO will inform the buyer of such obstacles to delivery without delay.
- e) If MVO should fail to meet binding delivery deadlines, the buyer may assert its statutory rights only after the unsuccessful lapse of a reasonable grace period of at least four weeks. The customer is only entitled to rights and claims on account of delay if and to the extent that MVO is responsible for the delay.
- f) If the buyer is in default in accepting contractual delivery or if it culpably breaches other duties of cooperation, MVO may demand compensation for any resulting damage, including any added expenses (e.g., storage costs). In addition, MVO has the right to store the goods at the buyer's risk. MVO reserves further rights and claims.
- g) If the conditions of item 7. f. are present, the risk of accidental loss or deterioration of the goods shall pass to the buyer if and when the buyer is deemed to be in default.
- h) If the buyer does not accept delivery even after a reasonable grace period has lapsed, MVO is entitled to sell the deliverable goods elsewhere and bill the buyer for 20% of the purchase price as minimum damages. The buyer is free to offer evidence of lesser damages. MVO reserves the right to assert claims for further damages. Sums already paid as minimum damages shall be applied against further damages, if any.
- i) If the buyer suffers damages due to a delay in delivery attributable to MVO, the statutory provisions shall apply. If MVO is liable for damages thereunder, such damages, as calculated for each calendar week of delay, shall amount to no more than 0.3% of the value of such portion of total delivery as may not be available in time or in accordance with the contract as a result of the delay. In total, such contractual penalty is capped at 5% of the value of total delivery. MVO reserves the right to offer evidence to the effect that no damages were incurred, or that the damages incurred fell short of the above contractual penalty. Contractual penalties shall be applied against further damages, if any.
- j) MVO is entitled to make partial deliveries unless partial fulfilment of the contract places an unreasonable burden on the buyer. Partial deliveries may be billed separately.

## 8. Grades, types, dimensions, condition, use

- a) Grades, types and dimensions and other specifications of the goods shall be determined by the condition of the contractual products agreed upon at the contract conclusion in the form of specifications, technical documents, drawings, performance specifications, etc.
- b) In the absence of such an agreement, the criteria mentioned under item 8. a. shall be based on the DIN and EN standards applicable at the time of the contract conclusion. In the absence of such standards, the grades, types and dimensions of the goods shall be determined in keeping with the contractually intended fitness for use – otherwise, according to the usual use or condition that is customary for items of the same kind and may be expected by the customer. References to standards and comparable sets of rules, to factory test certificates and other certificates as well as data on grades, types, weights, dimensions or fitness of the goods do not constitute a representation or warranty as to the goods' condition.
- c) Insofar as delivered products deviate from the condition set forth in items 8. a. or 8. b., such instances of deviation do not constitute defects if the buyer has approved them as part of its own release (e.g., PPAP factory certification).
- d) Variations in dimension, weight and grade are permissible in accordance with the rules and regulations listed in item 8. b. or standard practice. Weights are determined on calibrated MVO scales and inform invoice amounts. Proof of weight is provided by way of weighting records; where no individual weighing is carried out as a rule, the total weight of the consignment shall be consulted.

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- e) The buyer will consume or use the goods in the order they were delivered, i.e. the buyer will consume or use the goods delivered first ("FIFO-method"). Any liability of MVO for defects or damage resulting from non-compliance with the FIFO-method is excluded.

## 9. Packaging

- a) Unless otherwise agreed, MVO will deliver goods in standard commercial packaging and reserves the right to choose such packaging. The buyer will bear the costs of packaging, shipment, payment transactions, customs duties, export, import or transit, etc., for which it shall be invoiced separately.
- b) If MVO and the buyer have expressly agreed that MVO undertakes the transport, in the event of damages in transit, the buyer must immediately inform the carrier and arrange for a report to be submitted to the responsible departments. The goods will only be insured against transport damage upon the buyer's special written request. The buyer will be billed separately for the costs of such insurance.
- c) The buyer is responsible for loading and unloading. If MVO has provided the buyer with wagons or loading units, the buyer must return them to MVO in their entirety, emptied and cleaned as needed.
- d) In case of the use of returnable packaging units from the buyer, the buyer must deliver sufficient packaging units in good, clean and dry conditions according to MVO request. The respective buyer is responsible for the replacement of damaged packaging units.

## 10. Liability for defects

- a) Unless otherwise specified below, the buyer's rights related to defects in the contractual products are those available under the statutory provisions.
- b) The buyer's warranty rights are exclusively based on the condition agreed between the parties in the form of specifications, technical data and documents, etc.
- c) If the buyer believes the goods to be suited to a particular purpose or to have a particular quality, or if the buyer plans to use the goods for uncommon purposes, to process uncommon materials, under increased stress or special risks to life, body or health or the environment, or where special regulations are to apply, the parties shall so stipulate in writing.
- d) As part of its legal obligations, the buyer must inspect the goods immediately following delivery and notify MVO of any defect in writing without delay. If it fails to do so, the goods will be deemed to have been approved unless the defect is one that was not apparent at the time of inspection. If such a defect is discovered at a later date, notification shall be given immediately after discovery, lest the goods are deemed to have been approved in spite of such defect, which will result in the loss of warranty rights for the defects in question.
- e) If MVO developed or manufactured products according to the buyer's specifications, MVO is not liable for defects that arise as a result of such specifications.
- f) Should the goods supplied be defective, MVO will, at its option, either remedy the defect or supply goods that are free from defects (remedial performance). If remedial performance fails or places an unreasonable burden on the buyer, the buyer may abate the purchase price or rescind the contract.
- g) The customer must grant MVO such time and opportunity as may be necessary for any remedial performance owed; specifically, it must hand over rejected contractual products for inspection purposes. In the event of replacement deliveries, the customer must return the defective products in accordance with the statutory provisions.
- h) In urgent cases, the customer is entitled, in coordination with MVO, to remedy the defect itself or have it remedied by third parties on its behalf, as well as to demand that it be reimbursed for any cost actually incurred in connection with remedial action and documented for MVO's benefit. Urgent cases are those in which, due to the need to avert acute risks and/or significant (greater) damage (e.g., production or delivery stop downstream in the supply chain), the buyer cannot reasonably be expected to grant MVO an opportunity to effect remedial performance within a reasonable period of time.
- i) If the parties have agreed on, or applicable law requires, acceptance or materials testing, defects that were apparent on the occasion of such acceptance or testing may no longer be cited following its completion.
- j) The warranty period is twelve months from delivery or, if acceptance is required, from acceptance.
- k) For goods that have been sold as defective (e.g., those whose intended use was qualified or which are otherwise defective or treated as rejects or so-called "Il a material," etc.), the buyer shall not have any claims for defects with regard to the errors specified, along with those it would ordinarily have to expect.

## 11. Liability

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- a) On the buyer's side, any claim for damages or the reimbursement of expenses shall be based on the statutory provisions as well as the following requirements: In cases of injury to life, body or health as well as in the event of an intentional or grossly negligent breach of contractual obligations, MVO's liability is unlimited. For breaches of "cardinal contractual obligations" (i.e., those the breach of which would frustrate the very purpose of the contract, and on the fulfillment of which the buyer may reasonably rely as a result), the claim amount is limited to the damages that may reasonably be foreseen and associated with the contract in question. In all other cases, MVO bears no liability, though claims under the Product Liability Act are not unaffected.
- b) The limitations of liability resulting from item 11. a. also apply in the event of breaches of duty by or for the benefit of parties whose culpability is attributable to MVO under the statutory provisions. However, such limitations of liability do not apply if MVO has fraudulently concealed a defect or specifically warranted the quality of the contractual products.
- c) MVO shall only be liable for recall or service campaigns undertaken by the buyer or its customers if such campaigns are or were necessary on the basis of statutory provisions or official orders or in order to avoid personal injury, provided that the underlying cause is found in the defectiveness of the goods delivered by MVO.
- d) The exclusion and/or limitation of liability shall also apply insofar as the buyer demands compensation for expenditures incurred in vain instead of compensation for damages in lieu of performance.

## 12. Industrial property rights, copyrights

- a) Unless otherwise agreed in writing, all copyrights and other industrial property rights as well as know-how relating to the contractual products or documentation relevant thereto (e.g., drawings, models and other technical documents) are the exclusive property of MVO, and the customer must not duplicate, copy or reproduce such products or documentation; instead, it must limit its use of contractual products and relevant documentation to the design for which they are intended.
- b) As recipient of information, the customer must refrain from imitating or exploiting information outside of the contractually agreed purpose (including but not limited to what is known as "reverse engineering"), from having such information imitated or exploited by third parties and from registering industrial property rights for any information received.
- c) Insofar as MVO has developed and/or manufactured contractual products according to the buyer's specifications, or if it has prepared drawings for this purpose, and such specifications are the subject of third-party (industrial property right) infringement claims against MVO, the buyer must indemnify and hold MVO harmless from and against such claims upon first demand, and such indemnification obligation extends to all costs and expenses incurred by MVO as a result of or in connection with claims made by a third party.

## 13. Force majeure

- a) Force majeure, including but not limited to fires, floods, strikes, wars, blockades, import and export bans, disruptions to the supply of raw materials, equipment or materials not attributable to MVO, energy shortages, official measures as well as unforeseeable and serious events that a party hereto is unable to prevent releases the parties from their obligation to render performance for the duration of such event and to the extent of its effect, and this shall also apply if such events occur while either party is in default.
- b) To the extent reasonable, the parties must promptly share any necessary information and adapt their obligations to the changed circumstances in good faith. They shall inform each other without delay if and when the cause of the performance hindrance has subsided. MVO is to be granted a reasonable period of time to resume production.
- c) Should these events last for more than 30 days, MVO and the buyer have the right to rescind the agreement with immediate effect by providing notice of rescission to the other party; claims for compensation with respect to damages or loss, if any, are expressly excluded, whereas claims for the reimbursement of payments as well as expenditures made in vain or services rendered are not unaffected. § 206 BGB is not applicable.

## 14. Confidentiality

- a) Unless the parties have agreed to enter into a separate non-disclosure agreement (NDA), the following provisions in items 14. b) through 14. g) shall apply:
- b) The parties undertake to hold in confidence all knowledge, information, including but not limited to technical details, as well as all documents – i.e., all know-how and business secrets – obtained as part of the contractual relationship, and this duty of confidentiality shall apply irrespective of whether such information was communicated orally or in writing. Such knowledge and information as the parties may entrust to one another may only be used for purposes of their cooperation and may only be made accessible to those employees who are involved by necessity and who have

for their part entered into a corresponding duty of confidentiality. Exceptions to this rule are subject to prior express and written consent.

- c) The duty of confidentiality pursuant to this item shall not apply if and to the extent that the information concerned is demonstrably in the public domain, enters the public domain through no fault of the party obligated to hold the information in confidence, has been or will be lawfully obtained from a third party, already exists at the receiving party or must be disclosed pursuant to mandatory regulations.
- d) The duty of confidentiality contained in this clause shall survive the lapse or termination of a contract or order.
- e) Upon termination of the contractual relationship, all documents referred to in this provision shall be returned or destroyed upon request. Subcontractors shall be obligated to do likewise.
- f) In all other respects, the parties undertake to maintain an expansive confidentiality-protection regime, including but not limited to appropriate clauses in agreements with staff and external business partners, a comprehensive system for the classification and retention of confidential information, internal points of contact for whistleblowers and overall compliance with the requirements of the German Trade Secret Act (*Geschäftsgeheimnisgesetz - GeschGehG*).
- g) The parties may advertise their business relationship subject to prior written consent.

## 15. Export certificate, certificate of entry, Sales Tax ID

- a) If a commercial buyer or its representative collects the goods and transports, ships or dispatches them abroad, the buyer must submit to MVO, within 10 days of delivery, such proof of export or certificate of entry as may be required for tax purposes, failing which the buyer must pay sales tax on the invoice amount at the rate applicable to deliveries within the Federal Republic of Germany.
- b) MVO reserves the right to calculate and collect sales tax first, and only to credit and reimburse it once any necessary proof of export has been presented.
- c) A commercial buyer domiciled in another EU member state is obligated to notify MVO of its Sales Tax ID prior to delivery. Until such information has been provided, MVO is not obligated to effect delivery.

## 16. Set-off, inter-company elimination

- a) MVO is entitled to set off such claims MVO may have against the buyer against such claims as the buyer may hold against companies in which Georgsmarienhütte Holding GmbH holds a direct or indirect majority stake, irrespective of legal grounds.
- b) The current group of companies within the meaning of the above paragraph in which Georgsmarienhütte Holding GmbH directly or indirectly holds a majority stake may be viewed online at <https://www.gmh-gruppe.de>. Upon request, the buyer will be given information on the group of companies within the meaning of the above paragraph at any time.

## 17. Binding principles

Independent of countries and borders, the following principles are applied:

- a) Human Rights: The customer will support, respect and ensure the protection of international human rights within its sphere of influence, so that it is not complicit in human rights abuses.
- b) Labor standards: The customer will, to the extent possible, stand up for the elimination of all forms of forced labor, the abolition of child labor as well as freedom from discrimination in the realm of employment and occupation.
- c) Fight against corruption: The customer undertakes to comply with all applicable anti-corruption laws and regulations and will not commit any prohibited acts, be it directly or indirectly. Prohibited acts include but are not limited to promising, offering and/or granting, demanding or accepting an improper advantage or benefit in order to influence actions in an improper manner.
- d) Environmental protection: The customer shall support a precautionary approach to environmental issues and will take the initiative with a view to promoting greater environmental responsibility as well as to encouraging the development and dissemination of environmentally friendly technologies.
- e) Energy efficiency: The customer must always take into account assessments regarding energy efficiency when procuring and modifying energy-consuming equipment and components.
- f) Code of Conduct: The customer accepts as binding the behavioral rules set forth in the latest version of the GMH Group's Code of Conduct. The current version of the Code of Conduct of the GMH Group is published online at [gmh.to/CoCD](http://gmh.to/CoCD).
- g) Right of examination, termination: If there are indications of a significant breach of the obligations set forth in this item 17, including breaches of anti-corruption laws or regulations or of the GMH Group's Code of Conduct by the customer, its governing bodies, staff or other individuals employed as part of the contractual relationship, MVO shall

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be entitled to demand that the customer furnish written information about its compliance with the aforementioned codes as well as any breaches and, in the event of grave or recurring violations, to terminate the agreement without notice for cause if the customer fails to remedy the breaches in question within a reasonable period of time. The request for information must be made in writing and shall safeguard the customer's interests worthy of protection, including its business and trade secrets, as well as employee rights, especially as regards data protection.

## 18. Miscellaneous

- a) In the event that a provision of the Terms and other agreements entered into between the parties is or becomes ineffective, the remaining provisions of the Terms and other agreements continue in full force and effect, and the parties shall replace the ineffective provision with one that best approximates its effect in legal and economic terms.
- b) Changes and amendments to the Terms or individual contracts must be made in writing, and the same applies to changes and amendments to this formal requirement.
- c) The contractual relationship is subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- d) The exclusive place of jurisdiction for all disputes arising from or in connection with the Terms is MVO's place of business. Irrespective of this legal-venue clause, MVO may also sue the buyer at its place of business.
- e) If the customer has its registered offices outside of the European Union (EU) or the European Free Trade Association (EFTA), all disputes arising directly or indirectly from these General Terms of Sale or any individual contract based thereon will be settled in accordance with the arbitration code of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitration panel shall be composed of three arbitrators, at least one of whom must be a fully qualified lawyer or have successfully completed professional training equivalent thereto.