

MARKmetall

EZM METALLBEARBEITUNG UND SERVICE

Purchasing Terms

Orders shall be placed exclusively based on the following purchasing terms, which shall also apply to any future transactions without any need to refer to them again separately. Counter-confirmations by the supplier referring to its terms are hereby objected to. The supplier's or third-party terms shall not apply, even if we do not separately object to their application from case to case. Even if we refer to a letter containing or referring to terms of the supplier or a third party, this shall not constitute any agreement to the application of such terms. Our purchasing terms shall be deemed accepted at the latest upon execution of the order, even if the supplier refers to its own terms. The supplier's terms and conditions shall only be effective with our explicit written consent; we accept rules on simple retention of title. Acceptance of the ordered goods or services shall not imply acceptance of application of any other terms. Unless any deviations arise from the following provisions, the legal relationship with the supplier shall be subject exclusively to the statutory provisions.

I. Conclusion of contract

Only orders in text form shall be binding. Any orders placed verbally or by phone shall require subsequent confirmation by us in writing or text form in order to be valid. Order confirmations that differ in content from the orders shall not be binding unless confirmed by us. This confirmation shall only be effective if made in text form. Subsequent amendments or additions to the contract shall only apply if they have been agreed between the parties in text form. The supplier shall consider any subsequent requests for changes. We must be informed of any deadline or price adjustments that may become necessary as a result of this in advance without undue delay.

II. Prices

The prices stated in our order shall be fixed prices unless explicitly agreed otherwise. Unless otherwise agreed from case to case, the price shall include all services and ancillary services of the supplier (e.g., assembly, installation) as well as any ancillary costs (e.g., proper packaging, transport costs including any transport and liability insurance). The statutory value-added tax shall be indicated separately in the invoice for the goods.

III. Payment

Our payments shall always be made subject to review of the invoice, even if this has not been noted in a specific case. The parties hereby agree on a contractual right of recovery against payments made, which the supplier shall return, for any overpayments. The supplier shall only have a right of offsetting or

retention for legally established or undisputed counterclaims. Unless otherwise agreed, payment shall be made at our discretion subject to a 3% discount within 14 calendar days or within 60 days net. The payment term shall commence upon acceptance of the delivery/service owed and receipt of a proper supplier invoice by us. Any deliveries made before the agreed due dates shall not advance the payment terms. In the case of bank transfer, payment shall be deemed made on time if our transfer order is received by our bank before the end of the payment term; we shall not be responsible for any delays caused by the banks involved in the payment process. Assignment of any claims against us shall only be permissible with our written consent.

IV. Delivery periods

The agreed delivery periods and dates shall be binding. If any delays are to be expected, the supplier shall inform us of this without undue delay, stating the reasons and the expected duration of the delay. This information shall not imply delay of the delivery date. In the case of any delays in delivery, we shall have the right to impose a contractual penalty in the amount of 0.5% of the respective order value per commenced week of delivery default against the supplier, up to a total of 5%, after prior written warning to the supplier. The contractual penalty paid shall be offset against any further claim for default damages; the contractual penalty shall represent the minimum damage. Reservation of the assertion of the contractual penalty may also be made after the goods have been accepted until they have been settled. Early deliveries made without our consent may be rejected. Acceptance in spite of premature delivery shall not affect any payment periods bound to the original delivery date.

V. Secrecy

The supplier shall be obligated to treat all technical and business information and documents (except for any publicly accessible information) that come to its knowledge in connection with execution of the order as trade secrets and only to disclose this to any third parties or make it accessible to any third parties with our explicit written consent. In case of permitted subcontracting of services to any third parties, the supplier shall be obligated to bind these to the corresponding secrecy. A contractual penalty of € 20,000 shall be due per case of culpable infringement of the prohibition to disclose trade secrets, in particular samples, drawings, and models provided, to any third parties without authorisation or to exploit them in any other way by the supplier; this shall be offset against any further claims for damages; the contractual penalty shall represent the minimum damage. The defence of continued offence shall be excluded for intentional breaches of obligations. In the case of ongoing infringements, every commenced week of the infringement shall be deemed to be a separate infringement.

VI. Execution of contract, no assignment

The supplier must not transfer execution of the contract to any third parties wholly or in part without our explicit written consent. Even if our consent

has been given, the supplier shall remain fully responsible for performance of the contract. Claims against us can only be transferred with our written consent. Our approval shall be deemed granted for assignments made based on an extended reservation of title, subject to the proviso that we reserve all rights against the assignee to which we would be entitled against the supplier without the assignment.

VII. Shipment and transfer of risk

The supplier shall be obligated to deliver the goods to the destination specified by us at its own risk and expense. If no destination is specified and nothing else has been agreed, delivery shall be made to our place of business in Wetter. In the case of carriage by motor vehicles in groupage or freight traffic, delivery shall be made without any additional cost for us. We reject the payment of freight charges. We have taken out internationally valid transport insurance. Deliveries must, therefore, be made uninsured. We are a prohibitory customer within the meaning of the SLVS. No premiums for transport insurance must be charged. Any amounts invoiced shall be borne by the supplier.

VIII. Shipping notices

Shipping notices must be submitted to us in a sufficient number of copies on the day of dispatch. Otherwise, settlement will be delayed. The delivery must be accompanied by a delivery note and, in the case of packaged goods, a packing slip stating the date (issue and dispatch), the contents of the delivery (item number and quantity), and our order identification (date and number). If the delivery note/packing slip is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment.

IX. Packaging

We shall only pay for packaging if separate remuneration for this has been explicitly agreed. If packaging is charged, we may demand at least 2/3 of the charged amount back on return. Return shall be carriage paid to the station of dispatch. Deposits for packaging on loan must not be included in the invoice for the goods but must be charged to us separately.

X. Technical acceptance

We shall have the right to have the ordered items accepted by our representative at the supplier's works. However, acceptance shall not release the supplier from its warranty. In the case of delivery of materials with test certificates, the certificates must be in our possession at the time the consignment arrives at our works. The actual acceptance costs shall be borne by the supplier.

XI. Warranty

The supplier warrants in particular that its delivery and performance comply with the accepted technical rules, the statutory safety and other regulations, the agreed technical, chemical, and physical data as well as any other

properties agreed or resulting from other information provided by the supplier or the information provided by a manufacturer other than the supplier. Generally accepted standards, in particular by DIN, ISO, VDI, VDE, etc., must be observed unless higher requirements result from the state of the art, the notified place of use or intended use, or from our other specifications. Any further legal warranty on the part of the supplier shall not be affected by this. The commercial obligation to inspect and give notice of defects shall be subject to the statutory provisions (§§ 377, 381 of the German Commercial Code (*Handelsgesetzbuch*; HGB)) with the following proviso: Our obligation to inspect shall be limited to defects that become apparent in external examination during our incoming goods inspection, including inspection of the delivery papers (e.g., transport damage, incorrect and short delivery) or that are recognisable during our quality control in the random sampling procedure. As far as acceptance has been agreed, there shall be no obligation to inspect. Apart from this, the extent to which an investigation is feasible in the ordinary course of business from case to case shall be considered. Our obligation to give notice of defects discovered at a later point shall not be affected by this. Notwithstanding our obligation to inspect, our complaint (notice of defect) shall be deemed made without undue delay and in time if dispatched within 10 working days of discovery or, in the case of obvious defects, of delivery.

As far as a defective delivery of the supplier is based on defective performance of the subcontractor or subsupplier of the supplier, the supplier hereby assigns the corresponding warranty claims as well as tortious claims for damages due to such a defect to us. The assignment shall be made to secure our warranty claims. This assignment by way of collateral shall not imply fulfilment of our warranty claims against the supplier. The supplier shall support us in obtaining and enforcing these claims to the best of its ability, provide us with any information and documents needed to enforce the claim, and indemnify us against any necessary costs of enforcing our claim. The supplier shall remain entitled and obligated to assert claims against the subsuppliers and subcontractors in question in its own name and at its own expense until the assignment is disclosed by us. Following satisfaction of our warranty claims against the supplier, we shall reassign the supplier's warranty claims against the subsupplier or subcontractor. If our warranty claims are over-secured by more than 20% before this point, we commit to reassigning the part of the supplier's warranty claims exceeding 120% of our claim to the supplier upon request.

Any warranty claims and claims for damages shall expire three years after the transfer of risk. As far as the Supplier delivers any new items or re-delivers any individual parts of an item within the scope of liability for defects, the limitation period for the new item or the entire reworked item shall commence anew from the time of handover of that new item or the individual part as far as the same defect continues to exist in the reworked item; in the case of contracts for work and services, this shall be the case upon acceptance of the reworked or newly delivered work. The limitation period shall not recommence if the defect was insignificant or if the supplier explicitly reported that it was not obligated to make the subsequent delivery and that it had only supplied the replacement as a gesture of goodwill or for the amicable settlement of a dispute prior to the subsequent delivery.

Assembly and operating instructions must be mailed to us separately upon delivery without prompting for any goods whose handling is not generally known.

The goods shall be deemed neither accepted nor delivered until receipt of such documents by us. If this is not done, the supplier shall also be liable for any defects caused by improper operation.

XII. Producer liability

If the supplier is responsible for any product damage, it shall indemnify us against any third-party claims at the scope at which the cause rests within its sphere of control and organisation and it is liable in relation to third parties.

The supplier shall reimburse expenses in accordance with §§ 683, 670 of the German Civil Code (*Bürgerliches Gesetzbuch*; BGB) arising from or in connection with any third-party claim, including any recall campaigns performed by us, within the scope of its indemnification obligation. We shall inform the supplier – as far as this is possible and reasonable – of the content and scope of recall measures and give it an opportunity to comment. Further legal claims shall not be affected by this.

The supplier shall take out and maintain product liability insurance with a flat-rate coverage in a minimum amount of EUR 10 million per injury/property damage.

XIII. Liability for defects in the processing of returned parts

The supplier shall be liable for proper execution in accordance with the drawing and specifications when processing any material submitted by us. The supplier must inspect the material submitted by us for defects and report these to us without undue delay if applicable. If any submitted parts are rendered unusable during processing due to unrecognisable defects, the processing costs incurred shall be documented to us upon request. If the workpieces become unusable due to circumstances for which the supplier is at fault, the supplier shall fully compensate the damage incurred as a result. The following shall apply if the supplier suffers any damage for which we are contractually or legally liable while processing parts submitted by us: Our liability shall be limited to an amount of EUR 1,000,000.00, provided that we can prove that we have a business liability insurance policy with an insured total of no less than EUR 1,000,000.00 that is obligated to compensate the damage according to the facts of the case. This limitation of liability shall not apply if our liability is based on intent, malice, or gross negligence. Furthermore, it shall not apply to any claims under the Product Liability Act (*Produkthaftungsgesetz*) or to any claims for damages against us based on injury to life, limb, health, or freedom of a human being. In this respect, we shall be liable without limitation in accordance with the statutory provisions.

XIV. Place of jurisdiction, applicable law

The exclusive place of jurisdiction for any disputes arising from this agreement shall be our registered office (Wetter). However, we shall also have the right to choose the court competent for the supplier's registered office or its respective branch office. Any disputes in connection with this contract shall be subject to German law exclusively, subject to exclusion of the UN Convention on Contracts for the International Sale of Goods. The provisions of the German Civil and Commercial Codes shall apply. The place of performance for the services to be rendered by the supplier shall be the place of delivery specified by us. Otherwise, the place of performance shall be our registered office (Wetter).

XV. Severability

If any provision of these purchasing terms is or becomes invalid, this shall not affect the validity of the remaining provisions. In this case, a provision that comes as close as possible to the objective pursued by the invalid provision shall apply.