

General Terms and Conditions of Sale for ESF Elbe-Stahlwerke Feralpi GmbH and Feralpi Stahlhandel GmbH

Section 1 General provisions

- (1) Our Terms and Conditions shall apply exclusively; we do not recognise any clauses that conflict with or deviate from our Terms and Conditions unless we have expressly agreed to their validity. We hereby object to any Terms and Conditions of the Customer. Our Terms and Conditions also apply to cases where we effect delivery to the Customer without reservation in the awareness of Customer conditions contrary to or divergent from our own conditions.
- (2) Verbal agreements require written confirmation to be valid.
- (3) Our Terms and Conditions apply only to entrepreneurs within the meaning of Section 310 (1) and Section 14 of the German Civil Code (hereinafter "BGB"). Entrepreneurs within the meaning of the Terms and Conditions are natural or legal persons or partnerships with legal capacity with whom business relations are entered into, who act in the exercise of a commercial or independent professional activity.

Section 2 Offer

- (1) Our offer is non-binding; contractual commitment shall only come into effect upon receipt of our written order confirmation.
- (2) Descriptions of the delivery item and technical specifications are non-binding.
- (3) Public statements issued by us or by a manufacturer attributable to us, in particular in advertising or in labelling, do not constitute descriptions of the quality of the goods or a guarantee in this respect.

Section 3 Prices

Our prices are carriage paid prices, plus the statutory value added tax.

If, after the conclusion of the contract, charges or fees that affect the movement of goods (e.g. customs duties, freight charges, taxes) increase or decrease, we shall be entitled to

adjust the prices accordingly if these modified costs were not foreseeable at the time the contract was concluded. The same shall apply in the event of unforeseeable wage increases under collective bargaining agreements and in the event of price increases and price adjustments by upstream suppliers which come into force after conclusion of the contract.

Section 4

Payment, set-off, right of retention

- (1) If the Customer is in default, we shall be entitled to demand interest on arrears at a rate of 6% above the base rate of the Deutsche Bundesbank. With corresponding proof, we shall also be entitled to claim damages for default in excess thereof.
- (2) Payment by bill of exchange is not permitted. The acceptance of a cheque shall only be considered as payment on account of performance. In the event of payment by cheque, the Customer shall bear discount charges.
- (3) The Customer shall only be entitled to set-off claims insofar as their counterclaims have been legally established or recognised by us. The exercise of a right of retention is only possible for the Customer insofar as their counterclaim is based on the same contractual relationship. We have the right to set off claims we have against the Customer even if our claim is not yet due. In this case, we will reimburse the interest difference to the Customer in the amount of 6% per annum. A different method of payment does not exclude set-off. (4)
In the event of default in payment or reasonable doubt about the solvency or creditworthiness of the Customer, we shall be authorised - without prejudice to our other rights -
to demand securities or advance payments for outstanding services and to make all claims arising from the business relationship due immediately. If the Customer refuses to provide security or does not make an advance payment after receipt of a reminder, we shall be entitled to withdraw from the contract or to demand damages for non-performance at our discretion.

Section 5 Delivery period

- (1) The delivery period begins with the dispatch of the order confirmation, but not before the submission of documents ready for production, the clarification of all questions in connection with production, the delivery of confirmations and official approvals and not before receipt of an agreed advance payment.
- (2) Force majeure, industrial disputes, civil unrest, official measures and other unforeseeable, unavoidable and serious incidents will exempt the contracting partners from their obligations to perform for the duration of the disruption and to the extent of its impact. This also includes ECSC measures or other conditions imposed by third parties, insofar as these could not have been foreseen. This shall also apply if these events occur at a point in time when the contracting partner concerned is in default. The contracting partners shall, where reasonable, provide the necessary information without delay and adapt their obligations to the changed circumstances in good faith. If delays exceed a period of four weeks, both parties shall be entitled to withdraw from the contract with regard to the affected scope of performance. No other claims shall be asserted.
- (3) Our obligation to deliver shall be suspended as long as the Customer is in arrears with an obligation.

- (4) From the fourth week of a delay for which we are responsible, the Customer shall be entitled to demand flat-rate default damages amounting to 0.5% of the delivery value, up to a maximum of 5% of the delivery value. We reserve the right to prove to the Customer that no damage or less damage has been incurred as a result of the delay in delivery.
- (5) If, after we have fallen into arrears, the Customer sets us a reasonable deadline with the threat of refusal, they shall be entitled, after the fruitless expiry of this period of grace, to withdraw from the contract. The Customer shall only be entitled to claims for damages insofar as the delay is due to intent or gross negligence. In the event of ordinary negligence, liability for damages shall be limited to compensation for typical, foreseeable damage.
- (6) Should the Customer experience delay in accepting delivery or violate other duties to cooperate, we shall be entitled to demand compensation for the damages accrued, including any additional expenditures. In this case, the risk of accidental loss or accidental deterioration of the object of sale shall also pass to the Customer at the point in time at which the Customer is in default of acceptance.
- (7) Goods reported ready for dispatch must be called off immediately, at the latest within five working days. Otherwise, just as in the case of impossibility of dispatch, we shall be entitled to store them at the expense and risk of the Customer and to invoice them immediately or at a time at our discretion as goods delivered carriage paid.

Section 6 Trade credit insurance

The sale of goods and the resulting receivables are subject to a trade credit insurance. Thus, the subscribed insurance limit of the Customer is at the same time the delivery limit. If the insurance limit is exceeded due to late receipt of payment, we reserve the right to subsequently change the delivery date or/and quantities on delivery conditions that have already been concluded. In the event of a rearrangement of this kind, existing delivery conditions can only be restored with the prior consent of our relevant sales manager.

Section 7 Nature and scope of delivery

- (1) The scope of delivery is determined by our written order confirmation.
- (2) For grades and dimensions, the standards set out in our order confirmation shall apply. Deviations in dimensions, weights and grades are permissible in accordance with the contents of the respective underlying DIN as well as 10% of the weight.
- (3) Partial deliveries and, in the case of special mesh, normal excess or shortfall in delivery of the agreed quantity are permissible. Each partial delivery shall be deemed to be an independent delivery and may be invoiced by us independently.
- (4) In the case of contracts with continuous delivery, we are to be notified of call-offs or grades of goods in approximately equal monthly quantities. If, in the case of special mesh, the sum of the individual call-offs exceeds the contractually agreed quantity, we shall be entitled, but

not obliged, to deliver the excess quantities. The basis of the price is the market price existing for comparable specifications at the time of the call-off.

- (5) In the event of the use of permissible or legally required slings and other aids (e.g. anti-slip mats, wood), we shall not recognise any complaints regarding the weight after the goods to be delivered have been weighed.
- (6) The goods will be delivered unpacked and not protected against rust by a shipping method of our choice. The attachment of slack hangers or other unloading aids to the individual parcels is excluded. This also applies to squared timbers or similar being placed under the individual packages. Our factory hitching loops attached to the individual mesh packages on the basis of an exemption from the Employer's Liability Insurance Association are not suitable slings for construction sites and other acceptance points for reinforcing steel mesh. Any deviations must be contractually agreed and are subject to separate charges, as is the use of special vehicles (e.g. crane trucks).

Section 8 Passing of risk

- (1) Unless otherwise stated in the order confirmation, delivery is agreed "ex works" or "ex warehouse". The risk shall pass to the Customer when the goods leave the factory or the warehouse.
- (2) Unless otherwise stipulated in the contract, the provisions of INCOTERMS 2020 shall apply to all export deliveries.

Section 9 Retention of title

- (1) The delivered goods shall remain our property until full payment of all claims - including claims arising in the future - irrespective of the legal grounds. This shall also apply to cases where individual or all of our claims have been included in a running account and the balance has been settled and acknowledged.
- (2) The Customer shall be entitled to resell the reserved goods in the ordinary course of business. This authorisation may, however, be revoked in the event that the Customer fails to fulfil their contractual obligations. In this case, in particular in the event of default in payment, we shall be entitled to take back the goods and the Customer shall be obliged to surrender them. We are furthermore entitled to enter the business premises and the warehouse of the Customer in order to mark, separate or remove the goods subject to retention of title. Upon request, we shall be provided with relevant information on the whereabouts of the goods subject to retention of title. Revocation shall be deemed to be pronounced in the event of cessation of payments and in the event of an application for the opening of composition or insolvency proceedings. The assertion of retention of title and the seizure of the delivery items by us shall not be deemed to be a withdrawal from the contract unless this is declared by us in writing.

- (3) In the event of resale, the Customer hereby assigns all claims in the amount of the purchase price agreed between us and the Customer, including value added tax, which accrue to the Customer from the resale, irrespective of whether the delivery items are resold without or after processing. The Customer shall remain authorised to collect the claim until the right to resell is revoked. Our authority to collect the claims ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the Customer is not in default of payment. If this is the case, however, we may demand that the Customer inform us of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtor (third party) of the assignment.
- (4) At the request of the Customer, we shall release security interests at our discretion if and to the extent that their value exceeds our claims by 20%.

Section 10 Warranty

- (1) The Customer shall lose all warranty rights if they fail to comply with their inspection and complaint obligations. Clearly visible defects must be reported immediately upon receipt of the goods. If a defect is detected, the Customer shall not be permitted to process the goods until we re-release them. If the Customer processes the goods despite being prohibited from doing so, they shall also lose all warranty rights.
- (2) In the case of rail transports, the Customer shall have any damage discovered on arrival of the goods recorded without delay by the competent Deutsche Bahn goods clearance department in accordance with the provisions of the German Rail Transport Act (EVO) and/or railway consignment note (CIM).
- (3) The warranty period shall be one year from the passing of risk, with the exception of the limitation of claims for defects under Section 438(1) no. 2 BGB.
- (4) We shall only be liable for defects in our goods if the contractually intended use is significantly impaired as a result.
- (5) Insofar as there is a defect in the object of sale for which we are responsible, the Customer shall set us a reasonable deadline, in particular in view of the technological procedure in the case of special mesh, to assert their rights. We shall be entitled, at our discretion, to remedy the defect or to make a replacement delivery. In the event of rectification of defects, we shall bear the material, transport and labour costs, but only half of the costs of installation and assembly measures.
- (6) If we are not willing or able to provide subsequent performance, or if the deadline set is delayed for reasons for which we are responsible, the Customer shall be entitled to withdraw from the contract or reduce the price.
- (7) We shall be liable for further claims in cases of intent and gross negligence. In cases of ordinary negligence, we shall only be liable if a cardinal obligation of the contract has been breached. In all cases, however, the obligation to assume liability shall be limited to the foreseeable damage.

- (8) Any liability beyond this is excluded without regard to the legal nature of the asserted claim. Excluded from this are claims pursuant to Sections 1 and 4 of the German Product Liability Act as well as cases of impossibility. The limitation period under Section 9 no. 2 of the German Product Liability Act shall apply, insofar as the case in question does not concern claims arising from manufacturer liability.
- (9) The limitation of liability extends to the personal liability of our employees, workers, staff, representatives and vicarious agents.

Section 11 Proof of export

If a Customer who is domiciled outside the Federal Republic of Germany or a representative authorised by the Customer collects goods and transports or dispatches them outside the Federal Republic of Germany, the Customer shall provide us with the proof of export required for tax purposes upon request.

Section 12 Place of performance and place of jurisdiction

Unless otherwise determined in our order confirmation, the place of fulfilment is Riesa. Differing terms may be agreed for delivery. The place of jurisdiction is Riesa. However, we shall be entitled to sue the Customer at the court of their place of residence.

Section 13 - Contractual penalty

- (1) Without agreement with us, the Customer is prohibited from exporting our goods unprocessed, leaving goods sold for export here, re-importing them, processing them here or delivering them to a country other than the agreed country. Violations of this will result in a contractual penalty of 30% of the agreed purchase price.
- (2) The Customer shall impose the conditions referred to in paragraph 1 on their own customers. The Customer shall be liable for compliance with such in cases of intent and negligence in accordance with paragraph 1. 3. In the case of products subject to the European Coal and Steel Community Treaty (ECSC Treaty), only delivery to a territory outside the EU shall be considered an export for the purposes of paragraph 1.

Section 14 Applicable law

- (1) All legal relations with the Customer shall be governed exclusively by German law, to the exclusion of the law on the international sale of goods, even if the Customer has their registered office abroad.

- (2) When invoicing deliveries from one EU member state to another, the VAT regulations of the 6th EC Directive as amended from time to time shall apply, unless national law conflicts with this. If VAT is to be charged by us, the Customer shall also owe the relevant VAT in addition to the agreed net purchase price.

Section 15 Ineffectiveness

Should individual provisions of these General Terms and Conditions or of the business transaction be or become ineffective, this shall not prejudice the effectiveness of the remaining provisions. The contracting parties shall be required to agree a new provision that comes closest to the intended purpose of the void provision.