

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS - "Seller" means Wilhelm Schulz GmbH as further detailed on the Seller's quotation ("Quotation") and/or order confirmation ("Order Confirmation"). "Buyer" means the business entity that provides Seller with a purchase order or other procurement document ("Purchase Order"). "Goods" means the goods to be sold by the Seller to the Buyer and more particularly described on the Quotation and/or Order Confirmation. "Services" means the heat treatment services to be performed on the Material by the Seller and more particularly described on the Quotation and/or Order Confirmation. "Material" means the material provided by the Buyer on which the Services are to be performed.

2. CONTRACT FORMATION - These terms and conditions of sale (the "Seller Terms and Conditions") apply to all contracts concluded between the Seller and the Buyer for the delivery of Goods or performance of Services. To the extent that the Seller Terms and Conditions conflict with or are different from any general terms of the Buyer, the Seller Terms and Conditions will prevail, and any additional or inconsistent terms are rejected by Seller and will not become part of the agreement between Buyer and Seller unless Seller's explicit acceptance. These Seller Terms and Conditions apply exclusively even if the Seller performs the Buyer's Purchase Order without reservations despite being aware of deviating or conflicting terms and conditions of the Buyer. Any individual agreements which are made with the Buyer in a specific case (including subsidiary agreements, supplements and amendments) shall in any event prevail over these Seller Terms and Conditions.

3. PRICES/PAYMENT – A) General: The prices are indicated in the individual Quotation or Order Confirmation. All prices are stated in EU Euros unless otherwise agreed and subject to any VAT or other statutory charges which shall be payable by the Buyer at the applicable rate. Unless otherwise agreed, payment terms are net 30 days from the date of invoice. If Buyer and Seller are both considered merchants under the German Commercial Code ("HGB") and the respective transaction constitutes a commercial transaction the amounts not paid when due are subject to a late payment charge of nine percentage points above the basic rate of interest. Invoices not paid by the due date entitle the Seller to hold on the shipping and production of Goods or performance of Services.

B) Services: The remuneration of the Services shall be calculated based on the net weight of the Material. Unless otherwise agreed between the parties, the Seller shall use the weight indicated by the freight carrier as the basis for calculation. The testing of the annealed material after completion of the Services must be ordered separately and will be charged separately. Unless explicitly stated otherwise, these costs are not included in the agreed remuneration.

The Seller shall be entitled to a contractual right of pledge ("Pfandrecht") on all movable items of the Buyer which are in the Seller's possession in connection with the execution of the contract, in particular the Materials. This right of pledge secures all due claims arising from the contractual relationship, including remuneration, reimbursement of expenses, and damages. If the Buyer fails to fulfill payment obligations after notice and a reasonable grace period, the Seller shall be entitled to realize the pledged property in accordance with the statutory provisions. Unless there is imminent danger, the Seller shall inform the Buyer of the intention to realize the pledge at least one week in advance.

4. PRICE ADJUSTMENTS - Any change in price resulting from a Buyer-directed change will be agreed upon prior to any change of production equipment and prior to Seller's manufacture of modified Goods or performance of modified Services.

5. PERFORMANCE DATES: The specified processing deadlines or delivery dates are non-binding unless explicitly otherwise agreed. The point in time from which the Seller is in default of delivery shall be determined in accordance with statutory provisions. In all cases, such default requires a reminder from the Buyer. If a non-binding delivery/performance period or date is not met, the Buyer must first request the Seller to make delivery/performance within four weeks; the Seller shall only be in default upon expiry of this period.

6. DELIVERY, RISK & TITLE - A) Goods: Delivery of Goods will be Free Carrier Agreement (FCA) Seller's dock, per Incoterms® 2020. Title to the Goods will not

pass to Buyer until all sums on all accounts due from Buyer have been fully paid to Seller. Buyer is entitled to resell the Goods in the ordinary course of business, provided that Buyer is not in default of payment. Buyer may not pledge the Goods or transfer them by way of security to any third party before the secured claims have been settled in full. Buyer hereby fully assigns to Seller by way of security all claims regarding the Goods which arise as a result of the resale or are based on any other legal grounds (insurance, tort); Seller hereby accepts the assignment. Seller hereby authorises Buyer subject to revocation, to collect the claims assigned to Seller in its own name and for its own account. Seller's right to collect the claims is not affected by this; however, Seller will not assert the claims and not revoke the authority to collect as long Buyer properly meets its payment obligations. However, if the Buyer is in breach of contract, in particular if Buyer is in default with respect to any remuneration payment, Seller can demand that Buyer discloses to Seller the claims assigned and the relevant debtors, informs the debtors of the assignment and provides Seller with all documents and information required to assert the claims. If the Buyer so requests, the Seller is obligated to release any securities to which the Seller is entitled to the extent that the realizable value of such securities exceeds the value of the Seller's outstanding claims against the Buyer by more than 10%. However, the Seller is entitled to choose which securities to release.

B) Materials: Delivery of Materials by the Buyer to the Seller will be Delivered Duty Paid (DDP) Seller's dock, per Incoterms® 2020 save that all risk in the Materials shall remain with the Buyer. Delivery of Materials by the Seller back to the Buyer will be Free Carrier Agreement (FCA) Seller's dock, per Incoterms® 2020. Title to the Materials will not pass to the Seller. The Buyer shall be obliged to enclose a delivery note with the Materials, which contains all the information required for the treatment of the Materials and contains essential information, in particular: i) Type of Materials and their parts, unit weight, total net weight; ii) Indication of the material used (brand, standard designation, analysis); iii) Treatment regulations, in particular heat treatment regulations; iv) Information by the Buyer with regard to special circumstances, previous experience with the Materials. If such information is missing in whole or in part, Buyer shall provide the missing information within a reasonable deadline as stipulated by the Seller. Buyer shall be responsible for any delay caused by missing information. If Buyer does not provide the missing information within the deadline stipulated by Seller, Seller shall be entitled to cancel the Purchase Order at its discretion. In any event Seller will not be liable for any errors or issues resulting from the missing or inadequate information.

C) General: If a partial shipment is reasonable considering the legitimate interests of the Buyer Seller may deliver in partial shipments and Buyer will accept such shipments in accordance with the applicable contractual terms.

7. ORDER CANCELLATION OR RESCHEDULING – Notwithstanding the statutory termination right regarding a contract for work in section 648 German Civil Code ("BGB") Buyer may not cancel, modify or reschedule a Purchase Order without the Seller's prior written agreement.

8. ACCEPTANCE - Unless expressly agreed otherwise between the parties, where acceptance ("Abnahme") is legally required or contractually agreed upon, the Buyer shall thoroughly inspect the treated Material or the Goods for any non-conformance without undue delay after being notified of completion, and at the latest upon collection at the Seller's premises. The Buyer shall declare acceptance provided the work conforms to the agreed specifications with such conformity verified and demonstrated in accordance with the agreed inspection methods and standards. If the Buyer fails to declare acceptance within a reasonable period after notification and does not specify any substantial non-conformance in writing, the work shall be deemed accepted. The same shall apply if the Buyer puts the treated Material or the Goods into use without reservation. Section 377 HGB shall remain unaffected.

9. WARRANTY – A) Goods: The Goods will be manufactured in accordance with the precise specifications provided by the Buyer, with such conformity verified and demonstrated in accordance with the agreed inspection methods and standards. Buyer's rights in the event of non-conformance or defects in title are governed by the statutory provisions, unless otherwise provided below.

If the Good is non-conforming upon the passing of risks, the Seller will have the right to choose whether to provide subsequent performance by remedying the non-conformance (repair) or by delivering a conforming Good (replacement delivery). If the type of subsequent performance chosen by the

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Seller is unreasonable for the Buyer in a particular case, the Buyer may reject it. The Seller's legal right to refuse subsequent performance under statutory conditions remains unaffected. If a reasonable deadline set by the Buyer for subsequent performance has expired unsuccessfully, or if subsequent performance has failed twice, the Buyer may withdraw from the purchase contract or reduce the purchase price in accordance with applicable law. However, there is no right of withdrawal in the case of insignificant non-conformance.

Any warranty is excluded if the Buyer has attempted to repair, modify, or otherwise alter the Goods without the Seller's prior consent, and any non-conformance is attributable to such actions. The Buyer will only be entitled to rights based on non-conformance if the Buyer has duly fulfilled its obligation to inspect the Goods and notify the Seller of any non-conformance without undue delay.

B) Services: Seller is obligated to perform the Services as described in the Quotation and/or Order Confirmation. The Seller does not assume any guarantee regarding a specific outcome of the Services, unless expressly agreed between the parties. Buyer's rights in the event of non-conformance is governed by the statutory provisions, unless otherwise provided below.

Seller is not obliged to inspect Materials before performing the Services and determine their suitability. Seller is not responsible if the outcome of the Services was affected by the unsuitability of the Materials, in particular Seller is not responsible for warping, cracks, issues in the surface treatment or similar events which were caused by the qualities of the Material.

Buyer's right to self-remedy in accordance with sec. 637 of the German Civil Code is excluded.

C) Statute of Limitations for Goods and Services: The general limitation period for all rights based on non-conformance or defects in title is one year from delivery. Where acceptance is required by law or contract, the limitation period shall commence upon such acceptance. The reduced limitation period does not apply to (i) any damage resulting from injury to life, body or health and (ii) any damage resulting from a deliberate or grossly negligent violation of duty by Seller or any of Seller's legal representatives or agents. The statutory provisions on supplier recourse remain unaffected. It does also not apply to any claims which Buyer may have under the German Product Liability Act or in the event that Seller fraudulently concealed a non-conformance or granted a guarantee for the quality and/or durability of the Goods or (or parts thereof) and the Services.

10. LIABILITY – Unless provided otherwise in these Seller Terms and Conditions including the provisions set out below, Seller is liable for any violation of its contractual or non-contractual duties in accordance with the statutory provisions.

Seller is liable for damages – irrespective of the legal ground – in the context of fault-based liability in the event of intent or gross negligence. In the event of simple negligence, subject to a more lenient standard of liability (such as care exercised in one's own affairs) under the statutory provisions, Seller is liable only

- a. for damage resulting from injury to life, body or health
- b. for damage resulting from a not insignificant violation of a material contractual duty (a duty the performance of which enables the proper execution of the contract in the first place and on the performance of which the other party to the contract usually relies and may rely); in this event, however, Seller's liability is limited to compensation of the foreseeable damage which typically occurs.

These limitations of liability also apply in the event of violations of duty by or for the benefit of any person for whose fault Seller is responsible according to the statutory provisions. They do not apply to any claims which Buyer may have under the German Product Liability Act or in the event that Seller fraudulently concealed a non-conformance or granted a guarantee for the quality and/or durability of the Goods (or parts thereof) and the Services.

11. SELLER'S INDEMNIFICATION - If Goods are made or Services performed according to Buyer's design, specifications or instructions, Buyer will indemnify, hold harmless, and defend Seller against any third-party liability or claim whatsoever for patent, trademark, trade name or other intellectual property right infringement or misappropriation resulting from such design,

specifications or instructions.

In addition, notwithstanding section 645 (1) BGB, Buyer will indemnify, hold harmless and defend Seller against any damage, expense, loss, liability or claim whatsoever arising out of, connected with or related to the provision of the Materials if a culpable behavior of the Buyer caused the damage, expense, loss or liability.

12. Force Majeure - Neither Party shall be liable to the other or be deemed to be in breach of any contractual provision by reason of any delay in performing, or any failure to perform any obligation if the delay or failure was due to unforeseeable circumstances which the Party could not avoid and the consequences of which it was unable to prevent such as but not limited to sabotage, fire, flood, explosion, war, act of, or priorities granted by a binding request of or for the benefit of, any governmental authority, shortage of raw materials or supplies, acts of God or other causes ("Force Majeure"). In the event of any circumstances of Force Majeure the obligations of the other Party shall also be suspended. If such events significantly hinder or make delivery or performance impossible for either party, and the hindrance is not only of a temporary nature, the other party is entitled to withdraw from the contract. The Party invoking Force Majeure shall promptly notify the other Party of the occurrence, nature, and expected duration of the event. In the event of temporary hindrances, the delivery or performance periods shall be extended, or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period. If the other party cannot reasonably be expected to adhere to the contract due to the delay, they may withdraw from the contract by written declaration to the other party. Other rights of cancellation remain unaffected.

13. SELLER-OWNED TOOLING - Unless otherwise agreed, all tooling and fixturing will be and remain Seller's property and will be held by Seller.

14. INTELLECTUAL PROPERTY OWNERSHIP - Each party retains sole ownership to its intellectual property that existed at the time this Agreement came into effect or that has been developed independently of this Agreement ("Existing Intellectual Property"). All intellectual property related to the design of the Goods generated hereunder shall belong to the Buyer; with the following exceptions: any intellectual property that is (a) suggested, discerned or arising as a result of the manufacture of Goods hereunder and/or (b) related to manufacturing processes and procedures based in whole or in part upon Seller's Existing Intellectual Property rights in relation to either the Goods or Services is owned by Seller. This shall include without limitation any intellectual property related to the design know-how associated with tooling used to manufacture Goods or perform Services hereunder.

15. DISPUTE RESOLUTION (INCL. ARBITRATION) - The interpretation of the terms and obligations hereunder will be construed and governed by German law, excluding private international law rules and excluding the U.N. Convention on Contracts for the International Sale of Goods.

In any effort to enforce the terms and obligations hereunder, the complaining party will first notify the other party in writing of the alleged dispute and the parties will attempt in good faith to resolve the dispute through prompt discussion and meeting between representatives having decision-making authority regarding the dispute. If the dispute is not resolved by the 30th day after written notice of the dispute was first made, the complaining party may seek appropriate legal action provided that either party may seek preliminary injunctive or other equitable relief at any time to prevent irreparable harm. For all disputes arising out of or in connection with these Seller Terms and Conditions the courts competent for the Seller's place of business in Krefeld, Germany, shall have exclusive jurisdiction. However, the Seller shall have the right to file lawsuits against the Buyer before the courts competent for the Buyer's place of business.

Where the Buyer is not an EU entity, the Seller may until a legal action is filed by the Buyer by written notice to the Buyer elect that any such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Krefeld, Germany by one or more arbitrators appointed in accordance with the said Rules. At the Buyer's request, the Seller must decide within three weeks whether the dispute shall be settled in accordance with this arbitration clause. If the Seller does not make a choice within this period, the courts competent for the Seller's place of business in Krefeld, Germany,

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shall have exclusive jurisdiction.

16. SET-OFF - Buyer shall only be entitled to a set-off if its counterclaim is uncontested, ready for decision or has been finally adjudicated.

17. ASSIGNMENT/CHANGE OF CONTROL - Neither party will assign its rights or obligations hereunder without the prior written consent of the other party, which consent will not unreasonably be withheld.

Buyer must notify Seller in writing prior to any transfer of 25% or more of the direct or indirect ownership or control of Buyer. Seller may immediately terminate all outstanding orders with no liability to Seller if 25% or more of the direct or indirect ownership or control of Buyer passes to a person or entity that Seller determines to be a direct or indirect competitor of Seller and if the execution of the respective order would directly affect Seller's interests.

18. TRADE CONTROL - Both parties will comply with the applicable trade laws and regulations (which the parties accept may include those of the United States of America, including but not limited to the Export Administration Regulations and the International Traffic in Arms Regulations). Buyer shall identify the end-use, the end-user and the country of ultimate destination for all Goods ordered hereunder in a timely fashion so that Seller may apply for any licenses that are required. If an export or other license consent or permission is required but is delayed, conditioned, not granted or revoked by the authorities, neither party shall be liable, and the parties will work together to resolve the situation with the authorities. Buyer must mark all export-licensable information with the applicable jurisdiction (e.g., the International Traffic in Arms Regulations ("ITAR") or the Export Administration Regulations ("EAR")) and the applicable classification (e.g., the United States Munitions List ("USML") entry or the Export Control Classification Number ("ECCN")) before providing the information to Seller. Seller may refuse to accept documents or files containing technical information if the document or file is not marked.