

## General Terms and Conditions

### 1. Definition and Scope

1. These terms of sale apply exclusively to entrepreneurs, legal entities under public law, or special public law assets as defined by § 310 para. 1 of the German Civil Code (BGB).
2. Our deliveries, services, and offers are exclusively based on these conditions. Conflicting or differing conditions of the customer are hereby expressly rejected. We only recognize conflicting or differing conditions if we expressly agree to their validity in writing. Our conditions also apply even if we unconditionally perform deliveries with knowledge of conflicting or differing conditions of the customer.
3. Agreements or side agreements deviating from these terms are only valid if confirmed by us in writing. The purchaser's (purchasing) conditions only apply as far as they do not contradict these general terms and conditions. Any opposing prohibition of assignment is expressly rejected. We are entitled to assign claims from our business relationship.

### 2. Offer, Scope of Delivery, and Call Orders

1. Our offers are non-binding. Contracts are only concluded through our written order confirmation or delivery. The requirement for the written form is also fulfilled by fax or email. If an order is to be regarded as an offer according to § 145 BGB, we can accept this within two weeks.
2. The images, drawings, weight, and measurement specifications associated with the offer are only approximate, unless expressly stated as binding. We retain ownership and copyright for all documents provided to the customer in connection with order placement, such as calculations and drawings. These documents must not be made accessible to third parties unless we expressly consent in writing.
3. Partial deliveries are permissible.
4. For orders or purchases concerning a specific quantity of goods, these must be called up by the customer within the agreed period, or if there is no agreement, within 12 months from the order or contract. If the total agreed delivery quantity is not called up within this time frame, we are relieved of our obligation to perform in advance and entitled to demand the purchase price for the uncalled quantity step by step against performance.

### 3. Tool Costs

1. If special tools are required to fulfill the delivery orders, they will be charged separately. For fixed orders with binding acceptance quantities, it can be agreed to include the tool costs in the unit price. In all cases, the special tools remain our property. We are entitled to scrap the special tools two years after the last delivery of a custom product.

### 4. Price and Payment

1. Unless otherwise expressly agreed in writing, all payments are due immediately upon receipt of the invoice, without any deduction. We reserve the right to demand advance payment at our discretion, even in the context of an ongoing

business relationship. Payments are considered made only when we can freely dispose of them at a bank. We do not accept checks or bills of exchange.

2. Invoices are sent exclusively by email.
3. In case of late payment, we charge default interest of at least 8% above the base interest rate without further notice. If the debtor defaults on more than one obligation, all claims become immediately due.
4. The withholding of payments or offsetting with counterclaims is only permissible if the counterclaims are undisputed, acknowledged, or legally determined.
5. If a significant deterioration in the customer's financial situation endangers our claims, particularly if an application for insolvency proceedings on the customer's assets is made, we are entitled to withdraw from the unfulfilled part of the delivery contract, demand security, or request cash payment against performance.
6. For deliveries made more than four months after the conclusion of the contract due to agreed terms or circumstances beyond our control, reasonable price increases may be made if the underlying costs, particularly for labor, raw materials, and energy, have increased significantly since the order acceptance.
7. Unless otherwise agreed, our base prices already include copper valued at €150/100 kg. The copper value is invoiced at the current daily rate on the order date. Adjustments may be made based on market conditions.

### 5. Transfer of Risk and Delivery Time

1. The commencement of the delivery period stated by us presupposes the timely and proper fulfillment of the customer's obligations. The defense of an unfulfilled contract remains reserved.
2. The delivery times stated in our order confirmation are only binding if there are no delays in material procurement from our suppliers.
3. Unless otherwise agreed, the risk passes to the customer as soon as the goods are handed over to the transport company or, if the shipment is delayed without our fault, when the readiness for shipment is reported, even if partial deliveries are made or we have assumed other services, such as transport costs.
4. The delivery period begins with the dispatch of the order confirmation, but not before all technical and commercial details of the order execution are clarified. The delivery period is met when the goods have left the factory or readiness for shipment has been reported by the deadline.
5. If the shipment is delayed due to circumstances for which the customer is responsible (e.g., acceptance delay), then...
  - the risk passes to the customer with the notification of shipment readiness.
  - we store the goods at the customer's expense.

- If the goods are stored in the factory, we charge at least 0.5% of the invoice amount of the stored delivery per month.
- We are entitled, after setting an appropriate grace period and its unsuccessful expiration, to withdraw from the contract or demand compensation for non-performance.

## 6. Force Majeure

1. Customer change requests and unforeseen, unavoidable, and not attributable events (e.g., pandemics, strikes, operational disruptions, material and energy procurement difficulties, transport delays, labor, energy, or raw material shortages, government measures, and difficulties obtaining permits, particularly import and export licenses) appropriately extend the delivery period. This also applies if the obstacles occur at our suppliers.
2. If the hindrance is not temporary, both parties are entitled to withdraw from the contract. Damage claims are excluded in such cases.

## 7. Retention of Title

1. We retain ownership of the delivered goods until full payment of all claims arising from the business relationship with the customer is received. In the case of a current account relationship, the retention of title applies to the acknowledged balance. This also applies to all future deliveries, even if we do not always explicitly refer to this. We are entitled to reclaim the purchase item if the customer acts in breach of contract.
2. The customer is obliged, as long as ownership has not yet passed to them, to handle the purchase item with care. In particular, they must sufficiently insure it at their own expense against theft, fire, and water damage at its new value. Necessary maintenance and inspection work must be carried out at their own expense in a timely manner. As long as ownership has not been transferred, the customer must notify us immediately in text form if the delivered item is seized or exposed to other third-party interventions. If the third party is unable to reimburse us for the court and out-of-court costs of a lawsuit under § 771 ZPO, the customer is liable for our resulting loss.
3. The processing or transformation of the reserved goods by the customer is always carried out for us, without obligating us. In this case, the customer's expectant right to the purchase item continues on the transformed item. If the purchase item is processed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the objective value of our purchase item to the other processed items at the time of processing. The same applies in the case of mixing. If the mixing is done in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer transfers proportional co-ownership to us and holds the resulting sole ownership or co-ownership for us in custody. To secure our claims against the customer, the customer also assigns to us such claims that arise against a third party through the connection of the reserved goods with real estate; we hereby accept this assignment in advance.
4. The customer is entitled to resell the reserved goods in the ordinary course of business; however, they already assign to

us all claims arising from such a resale or use against their customers or third parties in advance, corresponding to the ratio of the reserved goods to the invoice value of the processed goods and other materials.

5. The customer is authorized to collect these claims as long as they fulfill their payment obligations from the proceeds received, are not in default, and, in particular, no insolvency proceedings have been applied for or payment has been suspended.
6. If this is the case, we can revoke the authorization to process and demand that the customer disclose the assigned claims and their debtors, provide all necessary information for collection, hand over the corresponding documents, and inform their debtors of the assignment. The withdrawal of the reserved goods does not constitute a withdrawal from the contract. A withdrawal from the contract is not required for asserting the retention of title unless the debtor is a consumer.
7. As long as the retention of title exists, the customer may only pledge or transfer ownership as security with our written consent. Third-party access to the reserved goods must be reported to us without delay.
8. We undertake to release the securities due to us at the customer's request to the extent that their value exceeds the claims to be secured by more than 20%.

## 8. Liability for Delay

1. We are liable for delay under the statutory provisions if the customer asserts damage claims based on intent or gross negligence by our representatives or vicarious agents. If no intentional breach of contract is attributed to us within the scope of delay liability, the liability for damages is limited to the foreseeable, typically occurring damage.
2. We are liable for delay under the statutory provisions if we culpably breach an essential contractual obligation. If no intentional breach of contract is attributed to us in this case, the liability for damages is limited to the foreseeable, typically occurring damage.
3. The liability for delay due to culpable injury to life, body, or health remains unaffected.
4. Unless otherwise regulated above, liability for delay is excluded.

## 9. Liability for Defects

1. The customer's warranty rights presuppose that they have properly fulfilled their examination and notification obligations according to § 377 HGB. Defects and incorrect deliveries must be reported to us immediately, but no later than 10 days after receipt of the goods, and hidden defects no later than 3 days after discovery. If these deadlines are exceeded, warranty claims expire.
2. The limitation period is 12 months from delivery. For damage claims due to intent or gross negligence and for injuries to life, body, or health caused by an intentional or negligent breach of duty on our part, the statutory limitation period applies. If the law mandates longer periods, as per § 438 para. 1 no. 2 BGB (buildings and items for buildings), § 445b

BGB (recourse), and § 634a para. 1 BGB (construction defects), those periods apply. Our consent must be obtained before returning any goods.

3. Commercially standard or minor, technically unavoidable deviations in quality, color, length, or equipment are not considered defects. The same applies to normal wear and tear.
4. If a defect for which we are responsible exists, we shall, at our discretion, provide subsequent performance or a replacement. In the case of subsequent performance, we are obliged to bear the costs necessary for defect rectification, including labor and material costs. Customer claims for the cost of subsequent performance, especially transportation, travel, labor, and material costs, are excluded if these costs increase because the delivered goods were moved to a location other than the buyer's premises, unless the relocation corresponds to the intended use of the item.
5. If subsequent performance or replacement fails, the customer is entitled to request a reduction in the corresponding remuneration for this order (reduction) or withdraw from the contract.
6. For significant third-party products, we are entitled to limit our liability initially to the assignment of warranty claims that we have against the supplier of the third-party products unless satisfaction from the assigned right fails or the assigned claim cannot be enforced for other reasons. In such cases, the customer retains the rights outlined in Clause 9.4.
7. We are liable for defects according to statutory provisions if the customer asserts damage claims due to intent or gross negligence by our representatives or vicarious agents. If no intentional breach of contract is attributed to us within the scope of defect liability, the liability for damages is limited to the foreseeable, typically occurring damage.
8. We are liable for defects according to statutory provisions if we culpably breach an essential contractual obligation. If no intentional breach of contract is attributed to us in this case, the liability for damages is limited to the foreseeable, typically occurring damage.
9. Liability for defect-related damages due to culpable injury to life, body, or health remains unaffected, as does liability under the Product Liability Act.

## 10. Limitation of Liability

1. We are fully liable for intent and gross negligence.
2. For simple negligence, we are only liable – except in the case of injury to life, body, or health – if essential contractual obligations (cardinal obligations) are breached. Liability is limited to the typical and foreseeable damage.
3. Liability for indirect and unforeseeable damages, production and operational disruptions, lost profit, missed savings, and financial damages due to third-party claims is excluded for simple negligence, except in cases of injury to life, body, or health.
4. Further liability is excluded, regardless of the legal nature of the asserted claim. The aforementioned liability limitations or exclusions do not apply to mandatory statutory liability (e.g.,

under the Product Liability Act) or liability arising from a fault-independent guarantee.

5. To the extent that liability is excluded or limited according to clauses 2 and 3, this also applies to the personal liability of our employees, workers, representatives, bodies, and vicarious agents.
6. For the limitation period of all claims not subject to limitation due to a defect in the item, an exclusion period of 18 months applies. It begins from knowledge or the time when the customer, without gross negligence, should have gained knowledge of the damage and the responsible party. For damage claims due to intent or gross negligence, as well as injuries to life, body, or health caused by an intentional or negligent breach of duty on our part, the statutory limitation period applies.

## 11. Place of Performance, Jurisdiction, Governing Law

1. Unless otherwise agreed, the place of performance for all services under the delivery contracts, including payments, is our business location.
2. For all disputes arising from the delivery contract, the exclusive place of jurisdiction is our business location. However, we are also entitled to sue at the buyer's business location.
3. German law exclusively applies, explicitly including the UN Convention on Contracts for the International Sale of Goods dated April 11, 1980.
4. Should any provision of these terms or part of a provision be or become invalid, the remaining provisions or remaining parts of the provision remain valid.
5. The affected provisions or agreements are to be interpreted or supplemented so that the intended economic purpose is achieved as precisely as possible in a legally permissible manner. This also applies correspondingly to any gaps that need to be filled.