

General Terms and Conditions of Delivery and Payment of VOLME-DRAHT GmbH

All deliveries and services are provided exclusively under the terms and conditions stated below.

1. Conclusion of Contract

All contracts for deliveries or services are exclusively subject to our terms and conditions set forth herein. Any deviations from these require written confirmation in each individual case. Collateral agreements are only binding if confirmed in writing. Conflicting purchasing conditions of the customer will not be binding on us even if they are not explicitly objected to.

The invalidity of individual provisions does not affect the validity of the remaining conditions. Our offers are non-binding. Contracts and other agreements only become binding upon our written confirmation.

2. Prices

All prices are in EURO, exclusive of value-added tax, packaging, freight, postage, and insurance, unless otherwise agreed in writing.

If the purchaser requests partial deliveries after the contract has been concluded and we agree to this, the price will increase by the incurred higher production, setup, and minimum quantity surcharges, as well as, in the case of otherwise freight-free delivery, by the higher shipping costs. In the case of long-term contracts (contracts with a duration of more than 12 months and indefinite contracts), if there is a change in the producer prices of commercial products (de.statista.com) by more than 2% compared to the last price agreement, or additional costs arise due to new legal or regulatory requirements, both the purchaser and we are entitled to request a reasonable adjustment of the price taking the changed factors into account. Such a price adjustment occurs no more than once per quarter.

Additional costs due to transport obstacles or delayed unloading increase the agreed price in the case of freight-free delivery. The purchaser shall also bear any increases in freight costs occurring between the conclusion of the contract and delivery, as well as increases in alloy or other surcharges on steel, newly introduced surcharges, and value-added tax increases.

The purchaser may only offset claims that are undisputed or have been legally established. Rights of retention are only available to the purchaser if they are based on the same contractual relationship and can likewise only be asserted against undisputed or legally established claims.

3. Payment

Our invoices are due for payment by bank transfer within 10 days of the invoice date. Deviations from these payment terms require our written consent on a case-by-case basis. If the payment deadline is exceeded, we are entitled to charge default interest at the statutory rate (currently nine percentage points above the base interest rate). Other claims and rights due to late payment remain unaffected. In particular, we can demand the statutory flat-rate compensation of currently 40 euros, claim further damages, and/or, after written notification to the purchaser, suspend the fulfillment of our obligations until payment is received (delivery stop). In addition, we are obliged to report the late payment to our trade credit insurer.

If it becomes apparent after the conclusion of the contract that our claim for payment is at risk due to the customer's lack of ability to perform, we may refuse to provide the service and set a reasonable period within which the customer must pay or provide security simultaneously with

delivery. In the event of refusal or unsuccessful expiration of this period, we are entitled to withdraw from the contract or claim damages.

We are entitled to customary security for our claims in terms of type and scope, even if they are conditional or time-limited.

The statutory provisions regarding default in payment remain unaffected.

4. Dimensions, Weights, and Qualities

Deviations in dimensions, weight, and quality are permitted according to EN standards or, where applicable, as far as they correspond to customary commercial tolerances. Other deviations require a special agreement. Manufacturing-related deviations from the ordered quantity are permissible up to plus/minus 10%, both with regard to the total quantity and the individual partial quantities. The total price changes accordingly based on their extent. Larger deviations are allowed if they result from the usual fabrication weights of the respective raw materials used.

The weights are determined on our calibrated scales and are decisive for invoicing. Proof of weight is provided by presenting the weighing protocol. The stated net weight includes standard commercial packaging materials — such as steel strapping, protective wrappings, etc. — and does not include separately charged intermediate and supporting timbers. Technical modifications to the delivered goods are expressly reserved within the scope of technical progress, particularly regarding design and material. However, they must at least meet the agreed quality standard and be reasonable for the purchaser in all other respects.

5. Shipping and Transfer of Risk

The transport route and means of transport, as well as the choice of carrier or freight forwarder, are left to us in the absence of specific instructions, and this without liability for the cheapest possible shipping. If the loading or transport of the goods is delayed, we are entitled, at the expense and risk of the purchaser, to store the goods at our reasonable discretion, take all measures deemed appropriate to preserve the goods, and invoice the goods as delivered, unless the purchaser is not responsible for the delay.

The same applies if goods reported as ready for shipment are not called off within 4 working days.

The statutory provisions regarding default of acceptance remain unaffected.

In the event of transport damage, the purchaser must immediately initiate an inspection with the competent authorities.

With the handover of the goods to the carrier or freight forwarder, but at the latest when leaving the factory or warehouse, the risk passes to the purchaser, even in the case of free delivery. For the interpretation of trade terms, the Incoterms in their respective valid version apply. We are entitled to make partial deliveries unless these would be unreasonable for the purchaser. Unless otherwise agreed, the goods will be delivered unpackaged and not protected against rust.

6. Delivery Times, Delivery Delays

The agreed delivery times apply only on the condition that all details of the order are clarified in a timely manner and that all obligations of the purchaser are fulfilled on time. If the purchaser does not fulfill contractual obligations — including cooperation or ancillary obligations — such as opening a letter of credit, providing domestic or foreign certificates, making an advance payment, or similar, in a timely manner, we are entitled, without prejudice to our rights arising from the purchaser's

default, to extend our delivery times according to the needs of our production schedule. Our obligation to deliver is subject to proper and timely self-supply by our suppliers, provided that non-delivery is not our responsibility, in particular when entering into a congruent hedging transaction with our suppliers.

The shipping date from the factory is decisive for meeting delivery times. If the goods cannot be shipped on time through no fault of ours, the delivery times shall be deemed to have been met with notification of readiness for shipment.

If we are prevented from fulfilling our obligations due to the occurrence of unforeseen events that affect us or our suppliers and which we could not avert even with due diligence reasonable under the circumstances, for example war, government interventions, civil unrest, pandemics, natural disasters, accidents, other operational disruptions, and delays in the delivery of essential operating materials or raw materials, the delivery time shall be extended by the duration of the impediment and a reasonable start-up period. If delivery becomes impossible or unreasonable due to the impediment, we may withdraw from the contract; the customer has the same right if acceptance becomes unreasonable for them due to the delay.

Strikes and lockouts shall in any case also be regarded as a disruption not attributable to us within the meaning of this paragraph. We are obliged to inform the purchaser immediately of the occurrence of an unforeseen event within the meaning of this paragraph.

The delivery time shall be extended—without prejudice to our rights arising from the purchaser's default—by the period during which the purchaser is in default with respect to us. If we are in default, the purchaser may withdraw from the contract after the expiration of a reasonable grace period set in writing by them. The same applies if delivery of the goods becomes impossible for reasons for which we are responsible.

A right of withdrawal to which the customer or we are entitled generally applies only to the part of the contract that has not yet been fulfilled. However, if partial deliveries that have been made are unusable for the customer, they are entitled to withdraw from the entire contract.

7. Defects of Goods, Warranty

We are not liable for material defects that only insignificantly reduce the value or suitability of the goods. Guarantees and assurances in the legal sense are not assumed by us. The purchaser's warranty rights require that they have properly fulfilled their inspection and notification obligations pursuant to § 377 HGB. Obvious defects must be reported by the purchaser immediately upon receipt of the goods at the destination, and hidden defects immediately upon discovery. In the event of defects, processing or use must be stopped immediately.

Defective goods must be returned to us immediately upon request; we will cover the transport costs if the complaint is justified. In the case of a justified, immediate complaint, we will take back the defective goods and deliver replacements in their place; alternatively, we are entitled to make repairs. Only if we fail to fulfill these obligations does the purchaser retain other statutory warranty rights.

If acceptance of the goods or an initial sample inspection has been agreed upon, complaints about defects that the purchaser could have discovered during careful acceptance or initial sample inspection are excluded.

If the customer does not give us the opportunity to verify the defect and does not provide us with sufficient evidence or does not allow the defects that have occurred to be avoided through technical,

expert advice, all claims for defects shall be excluded. Recourse claims of the customer against us shall only exist to the extent that he has made no agreements with his purchaser that go beyond the statutory claims for defects. Furthermore, regarding the scope of recourse claims, reimbursement of costs is excluded to the extent that expenses increase because the goods have been moved to another location after our delivery, unless this corresponds to the intended use of the goods.

Claims for material defects expire after 12 months. This does not apply insofar as the law mandatorily prescribes longer periods, in particular for defects in a building and for goods that have been used for a building in accordance with their usual use and have caused its defectiveness. Sentence 1 also does not apply to damages resulting from injury to life, body, or health, in cases of intent or gross negligence, or in the event of a breach of essential contractual obligations (these are obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies and is entitled to rely) by our legal representatives or senior executives, or for any obligation to reimburse expenses required for subsequent performance according to Section 439 (3) of the German Civil Code (BGB).

We deliver exclusively according to the buyer's specifications. The buyer is responsible for the suitability of the goods manufactured according to their specifications for the intended use. We provide consulting services only upon explicit written order. Otherwise, any liability in connection with technical application advice is excluded. Warranty for corrosion resistance during transport and storage by the consumer cannot be assumed, even if special greasing or packaging has been specified, as rust, in particular due to condensation, cannot be reliably prevented. After conducting an agreed acceptance inspection, complaints about defects that can be identified during the acceptance are excluded.

For goods sold as downgraded material — e.g., so-called II a material — the purchaser has no warranty rights regarding the specified defects and those that he would normally expect.

For any contract processing performed, our pricing is based on standard commercial quality of the base material and assumes standard manufacturing ring weights and ring preparation. In case of deviations from this, we may charge the purchaser for additional costs.

Complaints about defects in contract processing can only relate to the processing performed by us. In our deliveries, we comply with the applicable legal regulations of the European Union and the Federal Republic of Germany, e.g., the REACH Regulation (Regulation EC No. 1907/2006).

8. Retention of Title

All delivered goods remain our property (retained goods) until all claims, in particular any balance claims to which we are entitled within the scope of the business relationship, have been fulfilled. This also applies to future and conditional claims, for example from reverse bills of exchange.

The processing and handling of goods subject to retention of title for us as the manufacturer are carried out within the meaning of § 950 BGB, without creating any obligation on our part. The processed goods are considered goods subject to retention of title. In the event of processing, mixing, or combining the goods subject to retention of title with other goods by the customer, we are entitled to co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title relative to the invoice value of the other goods. If our ownership expires due to combining, mixing, or processing, the customer hereby already transfers to us the ownership or co-ownership rights that are due to them in the new inventory or item to the extent of the invoice value of the goods subject to retention of title, in the case of processing, in the proportion of the invoice value of the goods subject to retention of title to the invoice value of the other goods used, and

stores them for us free of charge. Our co-ownership rights are also considered goods subject to retention of title.

The purchaser is entitled to resell the goods subject to retention of title in the ordinary course of business under his usual business terms, provided that he is not in default, that he has agreed on a retention of title with his customer, and that the claims arising from the resale are transferred to us in accordance with the following paragraph. He is not entitled to dispose of the goods subject to retention of title in any other way. Resale also includes the use of the goods subject to retention of title to fulfill contracts for work and work supply. The purchaser's claims from the resale of the goods subject to retention of title are hereby already assigned to us. They serve to secure our rights to the same extent as the goods subject to retention of title pursuant to the first paragraph of this Section 8.

If the reserved goods are resold by the purchaser together with other goods, the claim arising from the resale is assigned to us in proportion to the invoice value of the reserved goods relative to the invoice value of the other goods. In the case of the resale of goods in which we hold co-ownership shares according to the second paragraph of this section 8, a portion of the claims corresponding to our co-ownership share is assigned to us. The purchaser is entitled to collect claims arising from the resale, unless we revoke the collection authorization in the cases specified in the third paragraph of this section 8. At our request, the purchaser is obliged to immediately inform his customers of the assignment to us and to provide us with the information and documents required for collection.

The customer is in no case authorized to assign the claims to third parties; this also applies to factoring transactions, which are likewise not permitted to the customer based on our collection authorization. The customer must notify us immediately of any seizure or other impairments by third parties. If the value of the existing collateral exceeds the secured claims overall by more than 20%, we are obliged, at the customer's request, to release collateral to that extent at our discretion.

9. General Limitation of Liability

Unless otherwise provided below, any other and further claims by the customer against us are excluded. This applies in particular to claims for damages due to breaches of obligations arising from the contractual relationship and from tort. We are therefore not liable for damages that did not occur to the delivered goods themselves. In particular, we are not liable for lost profits or other financial losses of the customer.

The above limitations of liability do not apply in cases of intent, gross negligence by our legal representatives or senior executives, or culpable breaches of essential contractual obligations, that is, obligations whose fulfillment is necessary for the proper execution of the contract and on which the customer regularly relies and may rely. In the case of culpable breaches of essential contractual obligations, we are only liable for the contract-typical, reasonably foreseeable damage – except in cases of intent or gross negligence by our legal representatives or senior executives.

The limitation of liability also does not apply in cases where, under the Product Liability Act, liability arises for defects in the delivered goods causing personal injury or damage to privately used items. The limitation of liability also does not apply in the event of injury to life, body, or health and in the absence of guaranteed characteristics, if and to the extent that the guarantee was intended specifically to protect the purchaser against damage that did not occur to the delivered goods themselves.

Finally, it also does not apply if we have concluded a purchase contract with the purchaser and are

obliged to compensate for expenses necessary for subsequent performance in accordance with Section 439 (3) of the German Civil Code (BGB).

To the extent that our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, legal representatives, and vicarious agents.

10. Applicable Law

The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11. Place of Performance and Jurisdiction

The place of performance and jurisdiction for both parties to the contract is Hagen in Westphalia. We are also entitled to sue the customer at their general place of jurisdiction.

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