

General Terms and Conditions of Purchase (GT&CP) of Silbitz Group GmbH - valid as of 13 November 2024**1. Scope of application**

(1) For all deliveries and services (hereinafter referred to as Deliveries) to our affiliated companies, including but not limited to Silbitz Guss GmbH, Zeitzer Guss GmbH, Silbitz Group Torgelow GmbH and Silbitz Group Staßfurt AWS GmbH, the GT&CP defined hereinbelow shall apply on an exclusive basis. For our Eurocast Kosice s.r.o. company, separate terms and conditions of purchasing shall apply, we shall not recognize any terms and conditions deviating herefrom unless as otherwise agreed in writing. Our GT&CP shall also be applicable if and when we accept any Delivery from the Supplier without reservation while being aware of any Supplier or third-party terms and conditions conflicting with or diverging from our GT&CP.

(2) Any supplementary agreement made between us and the Supplier for the purpose of performing this Agreement shall be defined in writing herein. Otherwise, any corresponding Delivery made for any purchase order given by us shall be deemed acceptance of our GT&CP which shall thus become an integral part of the Agreement concluded with us.

(3) Our GT&CP shall, as amended from time to time, apply to any future Delivery and service provided to us even if such GT&CP are not specifically agreed again, and even if no reference is made to the applicability of these GT&CP.

(4) Our GT&CP shall not apply unless to entrepreneurs as defined in Section 310, Subsection 1 of the German Civil Code (BGB).

2. Offers, quotations and tender documents

(1) We will require a Supplier to present a binding offer or quotation free of charge to us. We will not grant any compensation for any visit or the preparation of any offer, quotation or project unless if and where any such compensation has been expressly confirmed by us in writing prior to preparing any such offer, quotation or tender. If and where any of our offers, quotations or tenders do not expressly include any period of validity thereof, the Supplier shall agree to either accept or decline our purchase order within a period of not more than two (2) weeks from the date of such offer, quotation or tender. The reception by us of any such notice of acceptance or rejection will be decisive for the timeliness of acceptance or rejection.

(2) If we do not receive any proper acknowledgement or rejection from the Supplier within a period of two (2) weeks from the purchase order, we will not be bound by our offer any longer without requiring any cancellation to be specifically declared or any other declaration to be made by us. The Supplier may not derive any claim against us based on the foregoing.

(3) We shall be entitled to terminate the contract at any time by making a written declaration stating the reason for such termination if we cannot use the products ordered in our business operations any longer due to any circumstance arising after the conclusion of such contract. In any such event, we will compensate the Supplier for any partial service provided by the Supplier.

(4) We may, even after concluding the contract but prior to the provision of any service thereunder, demand any modification in the Delivery in terms of design and execution if and where such modification can reasonably be expected from the Supplier.

3. Prices – terms of payment

(1) Any price indicated in a purchase order shall be deemed a completely calculated fixed price and shall be binding. Unless as otherwise agreed in writing, any such price shall be deemed to include any expenditure including but not limited to any cost of planning, preparation, material, tooling, transport, storage, packaging, wage and incidental wage or salary, customs, public charge, tax and fee, and shall also be deemed inclusive of any risk and profit in relation with any Delivery to be made by the Supplier "free to point of delivery".

(2) If and where an agreement made does not include any price of packaging and if compensation has not been expressly defined for any packaging made available not just on a loan basis only, packaging shall be invoiced at the demonstrable cost price. Upon our request, the Supplier shall take back any packaging at the Supplier's expense.

(3) Prices shall be deemed exclusive of any statutory value added tax. The statutory value-added tax must be stated separately in every invoice. If and where we are liable for the payment of any value-added tax ourselves as defined in Section 13b of the German Turnover Tax Act (UStG), the Supplier shall not be entitled to receive any payment of such value-added tax. In any such case, the Supplier shall make certain that its invoices do not indicate neither the rate nor the amount of such value-added tax, but shall rather include a corresponding express statement in its invoices indicating our liability to pay such tax.

(4) The Supplier shall send proper invoices in line with the statutory requirements to the invoice recipient indicated by us, including at least the following information:

- a) Invoice number
- b) Invoice recipient
- c) Purchase order number and date
- d) Material designation, material number (where stated in the purchase order)
- e) Delivery date, delivery note number
- f) Unit price and total price
- g) The contact person as indicated in the purchase order
- h) Supplier's tax number

We shall be entitled to indicate an invoice recipient which differs from the invoice recipient provided for the purchase order to the Supplier at any time prior to Delivery. In the event of any failure to observe the provisions applicable to invoicing, we may reject any invoice concerned for being non-auditable while the Supplier shall not be entitled to assert any claim against us for any late payment or for any additional costs. No payment shall constitute any acknowledgement that a Delivery is compliant with the contract.

(5) No invoice may be processed by us unless the invoice, as specified in our purchase order, shows the purchase order number, the purchase order date, the material designation, and (where indicated in the purchase order) the material number as well as the contact person as defined in the purchase order; the Supplier shall assume responsibility for every consequence resulting from any failure to comply with such obligation unless the Supplier proves that such failure is not under the Supplier's control.

(6) Any invoice shall be sent by the Supplier exclusively in an electronic form to the corresponding invoice recipient as indicated below:

- a) Silbitz Group GmbH (sgr-invoice@silbitz-group.com)
- b) Silbitz Guss GmbH (sgg-invoice@silbitz-group.com)
- c) Zeitzer Guss GmbH (zgg-invoice@silbitz-group.com)
- d) Silbitz Group Torgelow GmbH (sgt-invoice@silbitz-group.com)
- e) Silbitz Group Staßfurt AWS GmbH (sgs-rechnungen@silbitz-group.com)

(7) Unless as otherwise agreed in writing, we will pay the purchase price within a period of twenty (20) days from the Delivery of the goods and the receipt of the invoice subject to a cash discount of 3%, within a period of 30 days subject to a cash discount of 2%, or in the net amount within a period of 60 days after invoice receipt. In case of late invoice receipt, the date of receipt of the invoice shall determine the beginning of the cash discount period.

(8) In the event of any defective or incomplete Delivery, shall be entitled to retain any payment resulting from the business relationship within a reasonable scope until proper (subsequent) performance has been made by the Supplier. A reasonable scope will normally represent twice the amount of the costs required for correcting a defect or for completing the Delivery. The Supplier shall be entitled to offset any amount against any counterclaim that has either been established by final judgement or is uncontested. The Supplier shall be entitled to a right of retention subject to the same requirements.

(9) We shall not owe any interest after due date. We shall be deemed to have incurred in delay subject to the statutory provisions except for Section 288, Subsection 2 of the German Civil Code (BGB). In case of any delay in payment, we shall owe interest on arrears in an amount of five percentage points above the base interest rate in accordance with Section 247 of BGB. For a delay to occur, a written reminder by the Supplier shall be required in every case.

(10) The assignment of any individual claim, receivable, right and/or obligation arising from any agreement concluded with us as well as the transfer of the contractual legal status as a whole shall be subject to our prior written consent. Any failure to observe the foregoing sentence shall enable us to rescind any such contract either fully or in part in addition to claiming compensation in damages.

4. Delivery period and Delivery

(1) The delivery period (delivery date or period) will be binding as indicated by us in the purchase order or as otherwise prevailing under these GT&CP.

(2) The Supplier shall agree to notify us in writing with no delay, and, in urgent cases, to also inform us in advance by telephone and obtain a decision from us whenever any circumstance occurs or becomes apparent to the Supplier, indicating that the agreed delivery time cannot be met. Our rights arising from any delay in Delivery shall remain unaffected by the foregoing sentence. The reception/acceptance without reservation of any late Delivery shall not be deemed to include a waiver of any secondary claim or claim for compensation. We may declare that we reserve the right to assert any contract penalty until the payment of the final invoice.

(3) When failing to meet any deadline/period agreed, the Supplier will be deemed to have incurred in delay even without any reminder. In the event of any delay under the Supplier's control, the Supplier shall agree to pay a contract penalty. Such contract penalty shall amount to 0.3% per business day of delay up to a maximum contract penalty amounting to 5% of the entire order value. Any such penalty will be set off against any claim to which we are entitled under law. After the ineffectual expiry of a reasonable period, we will, in particular, be entitled to claim compensation in damages instead of the performance of the service or to rescind the contract. If we claim compensation in damages, the Supplier will have the right to also provide evidence showing that the given breach of duty was not under the Supplier's control or that the amount of damage is lower.

(4) The Supplier shall not be entitled to make any partial Delivery unless with our prior written consent.

(5) If and where we have agreed to its payment, transport insurance will be assumed by us.

(6) The Supplier shall agree to observe any applicable export control regulation, and to communicate, without any prior request to do so, the export control marking of the products in writing to us by the latest upon Delivery.

5. Acceptance and transfer of risk - documents

(1) Delivery shall be made free to our place of use unless as otherwise agreed in writing. Even if shipment has been agreed, risk shall not pass to us unless when the goods are handed over to us at the agreed place of destination. The receipt of goods does not constitute acceptance within the meaning of the statutory regulations.

(2) If any assembly or installation of goods has been agreed, risk shall pass to us upon the successful completion of acceptance. No start of operation or use even within the scope of any agreed trial operation shall be deemed to replace

the declaration of acceptance.

(3) We shall not recognise any excess or undershipment of any commercially available product unless up to 5% of the purchased quantity.

(4) On every shipping document and delivery note, the Supplier shall agree to indicate, as shown in our purchase order, the purchase order number, the purchase order date, the material designation, and (where indicated in the purchase order) the material number as well as the contact person as defined in the purchase order; if the Supplier fails to do so, we will not assume any liability for any delay in processing thus caused.

6. Inspection for defects – liability for defects

(1) The Supplier shall be aware that Deliveries compliant with the agreement including but not limited to a constant high level of quality while continuously observing the requirements applicable to quality and characteristics as well as reliable compliance with the deadlines/periods agreed are of particular importance to us. The technical specifications and drawings agreed are binding elements of the agreement, define the requirements applicable to quality and characteristics, and must be complied with by the Supplier on a mandatory basis.

(2) We shall agree to inspect the goods for any deviation in terms of quality or quantity within a reasonable period of time; a defect notification shall be deemed timely when received by the Supplier within a period of ten (10) working days starting upon the receipt of the goods or, for hidden defects, after their detection. If and where, during the applicable warranty period, the Supplier shall become aware of any circumstance implying that we may have received any defective Delivery from the Supplier, the Supplier will notify us in writing with no delay, i.e., normally via email, and, in urgent cases, also in advance by telephone, and forthwith transmit the information required for any further clarification of facts. Our rights arising from any defective Delivery shall remain unaffected by the foregoing sentence.

(3) We shall be entitled to statutory claims based on defects without any reduction; in any case, we shall be entitled to claim, at our option, either fault correction or the Delivery of a new good by the Supplier. The right to damage compensation including but not limited to the right to claim damage compensation instead of performance shall be expressly reserved. In derogation of Section 442, Subsection 1, Sentence 2 of the German Civil Code (BGB), we shall be entitled to claims based on defects without any restriction even in the event that any such defect has remained unknown to us due to gross negligence at the time of concluding the agreement or receiving/accepting Delivery.

(4) In the event of any imminent danger or particular urgency, we shall be entitled, at the Supplier's expense, to correct any defect by ourselves or have it corrected by any third party.

(5) The period of prescription shall be thirty-six (36) months, starting upon the transfer of risk. If any subsequent performance is made, the period of prescription shall start again.

7. Product warranty – indemnity - liability insurance cover

(1) The Supplier shall be liable for any claim raised by any third party for any personal injury or property damage caused by any nonconforming product delivered by the Supplier, and shall agree to indemnify us against any liability resulting therefrom. If an obligation arises for us to perform any recall action from any third party due to any defect in any product delivered by the Supplier, the Supplier shall bear all costs related to such recall action.

(2) The Supplier shall agree to maintain, at its own expense, a product liability insurance providing for an amount of coverage of not less than EUR 1.5 million per personal injury/property damage on a lump-sum basis. The Supplier will send a copy of such third-party liability policy to us upon request at any time.

(3) This agreement shall not restrict any further liability of the Supplier.

8. Other claims for compensation in damages

(1) Any Supplier claim for the compensation of any damage or expenditure shall be excluded unless as otherwise determined in these GT&CP or in any deviating written agreement. The foregoing provision shall not apply if we are liable under any mandatory statutory regulation including in case of but not limited to intent and gross negligence in case of injury to life, body or health, or for failing to observe any essential duty under the contract. In the event of any claim for compensation in damages based on any failure to observe an essential duty under the contract, we will, nonetheless, not assume liability unless for any foreseeable loss or damage typical of the contract unless there is any intent or gross negligence or liability for any injury to life, but your health. No reversal of the burden of proof to the prejudice of the Supplier shall be implied by the foregoing provisions. Furthermore, any exceeded substance restriction and any prohibited substance delivered must be notified without any delay.

(2) Any Supplier claim to compensation in damages arising from Subsection 1 hereof shall be subject to the statutory periods of prescription.

9. Statutory requirements

(1) The Supplier shall make certain that the Supplier's company is in compliance with all statutory, official or regulatory provisions including but not limited to the German Hazardous Substances Ordinance and the safety recommendations given by the competent German expert committees or professional associations.

(2) The Supplier shall furthermore agree to keep up-to-date about and observe the latest revisions of the legislation and directives applicable to the components to be delivered. Any substance to be avoided and any hazardous substance shall be separately identified by the Supplier in accordance with the applicable laws and regulations. The corresponding safety data sheets shall be provided already when submitting an offer or quotation, and together with the delivery note when making the first delivery.

(3) Compliance with the accident prevention regulations during Delivery is the sole responsibility of the Supplier. Any protective device required as well as the manufacturer's instructions shall be supplied free of charge.

(4) The Supplier shall comply with all requirements as defined by the applicable national and international customs and foreign trade legislation. The Supplier shall notify us about all data and information we need for compliance with the foreign trade legislation during importation, exportation and re-exportation in writing without any delay and not later than two weeks after the purchase order or immediately if any change occurs, including but not limited to (i) all applicable export list numbers including the Export Control Classification Number in accordance with the U.S. Commerce Control List (ECCN); (ii) the commodity code in accordance with the current classification of goods for foreign trade statistics and the HS (harmonized system) code; and (iii) the country of origin (non-preferential origin) and, where required by us, the Supplier's declarations on preferential origin (for European Suppliers) or certificates of preference (for non-European Suppliers). If the Supplier fails to observe its obligations under this Subsection 4, the Supplier shall bear all expenditures and losses caused to us by such failure to observe unless it is beyond the Supplier's control.

(5) The performance of the agreement by us will be subject to the reservation that there no impediment is caused to performance due to any provision of national or international foreign trade legislation, any embargo and/or any other sanction.

10. Industrial property rights

(1) In accordance with Subsection 2, the Supplier shall be responsible for ensuring that no third-party right will be violated in relation with the Supplier's Delivery in any country of the European Union or in any other country in which the Supplier is manufacturing or has any product manufactured.

(2) If any claim is made against us by any third party for any violation of industrial property rights as mentioned in Subsection 1, the Supplier shall agree to indemnify us against any such claim upon our first written request; the foregoing shall not apply if and where the Supplier provides evidence showing that the Supplier is neither responsible for nor should have been aware of any such infringement of an industrial property right when exercising due commercial diligence at the time of Delivery.

(3) The Supplier's indemnification duty shall relate to any expenditure which we necessarily incur due to or in connection with any claim made against us by any third party.

(4) Our claims against the Supplier arising from any violation of industrial property rights shall be subject to the statutory periods of prescription.

11. Reservation of title – provision of materials – tools – secrecy

(1) We shall reserve title to ownership and copyright in any purchase order, order as well as in any sample, model, profile, illustration, drawing, standard sheet, calculation and any other information or document made available to the Supplier; the foregoing must not be disclosed to or used by any third party or be reproduced unless subject to our express prior written consent. They shall be used exclusively for manufacture based on our purchase order and shall be returned to us completely and without any prior request by us after performing any such purchase order if and where they are not needed by the Supplier within the proper course of business any longer, or when negotiations do not lead to the conclusion of any contract. In such event, the Supplier shall destroy any copy made therefrom with the exclusive exception of any copy kept under a statutory duty to preserve and of date storage for back-up purposes within the usual back-up scope. In other respects, the foregoing shall be kept secret vis-à-vis any third party.

(2) As far as we order any part from the Supplier, we shall reserve ownership thereof. Any processing or transformation by the Supplier shall be carried out on our behalf. If our goods subject to retention of title are processed with other items not owned by us, we shall acquire co-ownership in the new item at the ratio of the value of our item (purchase price plus value-added tax) to the other processed items at the time of such processing.

(3) If any item provided by us is inseparably mixed with any other item not owned by us, we shall acquire co-ownership in the new item at the ratio of the value of the goods subject to retention of title (purchase price plus value-added tax) to the other mixed items at the time of mixing. If mixing is done in such a manner that the Supplier's item is to be considered the main item, it shall be agreed that Supplier assigns proportional co-ownership to us; the supplier shall safeguard the sole ownership or co-ownership on our behalf.

(4) Any tool, jig or model, which we make available to the Supplier, or which is manufactured for the purpose of the contract and invoiced to us by the Supplier on a separate basis, shall either remain or become our property. The Supplier shall mark them as our property, keep them in safe custody, insure them against any kind of damage whatsoever, and not use them unless for the purposes of the contract. At the same time, the Supplier shall hereby assign any damage claims under such insurance to us; we shall accept such assignment herewith. The Supplier shall be obligated to perform any required maintenance and inspection work on our tools, as well as any preventive maintenance work and repair work in due time and at its own expense. The Supplier shall notify any incident to us with no delay; if the Supplier culpably fails to do so, any damage claims shall remain unaffected. The Supplier shall agree to return any item in a proper condition to us upon request if such item is not needed by the Supplier for performing any contract concluded with us any longer.

(5) In the event of any levy of execution on any item owned by us, the Supplier shall agree to make the levier aware of such ownership and notify us thereof in writing without any delay.

(6) The Supplier shall agree to strictly maintain the secrecy of any illustration, drawing, calculation, or any other document and information received. No disclosure thereof to any third party shall be allowed unless with our express consent. Such obligation of secrecy shall survive the termination of this agreement; it shall expire if and where the manufacturing know-how included in any such illustration, drawing, calculation or other document transferred for use has become known to the general public.

(7) Where the security interest to which we are entitled under Clause (2) and/or Clause (3) exceed the purchase price of all our goods subject to retention of title as yet unpaid by more than 10%, we shall be obligated to release the security interest at our discretion upon the Suppliers' request.

12. Place of jurisdiction – place of performance

(1) The exclusive of place of jurisdiction for any dispute arising from this contractual relationship shall be in Gera, Germany. We shall nonetheless have the right to also bring action at the Supplier's place of business.

(2) The place of performance for both parties shall be the place of receipt as identified in the corresponding order acknowledgment.

(3) If any single provision of these GT&CP should be ineffective, such ineffectiveness shall not affect the agreement in its other respects. Any ineffective provision shall be replaced by a statutory provision.

(4) Any agreement made by and between us and the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding the Convention on Contracts for the International Sale of Goods (UN Sales Convention).

Note on data privacy law:

The Supplier shall acknowledge that we will store data arising from the contractual relationship for data processing purposes as provided for in Section 28 of the German Federal Data Protection Act, and reserve the right to transmit data to third parties (e.g., insurances) if and where required for contract performance.