

## **I. General**

1.1 These general purchasing terms and conditions ("**General Purchasing Terms and Conditions**") of TANIOBIS Smelting GmbH & Co. KG ("**Purchaser**") shall apply and become an integral part of any current or future purchasing contracts, transactions and any other agreement between Purchaser and a selling party ("**Seller**"). They shall only apply if Seller is an entrepreneur (Section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law. Conflicting or supplementary terms and conditions of purchase or any other restrictions by Seller shall not be accepted and effective unless Purchaser has expressly agreed to them in advance and in writing in the individual case.

1.2 Any other understandings, amendments or ancillary agreements shall only be valid when Purchaser expressly agrees to them in writing.

## **II. Quotation**

2.1 In its quotation, Seller has to closely adhere to the Purchaser's request and in case of deviations, it has to expressly point these out.

2.2 The quotation has to be provided free of charge and does not establish any obligations for the requesting party. Cost estimations shall only be remunerated upon specific agreement.

## **III. Order**

3.1 Orders and order changes shall be placed by Purchaser in writing or electronically. The contents of oral or telephone discussions shall, in case of doubt, only be binding when confirmed in writing.

3.2 Any order and order change has to be confirmed by Seller in writing and handled separately within its overall correspondence.

3.3 All documents have to show: purchasing department, complete order number, date of order and reference number of Purchaser.

## **IV. Delivery Time**

4.1 The delivery time is binding. As soon as Seller has reason for the assumption that it may be fully or partly unable to fulfil its contractual obligations at all or not on time, it has to advise Purchaser without delay, providing reasons for this circumstance and the expected duration of the delay. Should Seller fail to give this notice, it shall be liable for damages, unless Seller proves that it is not responsible for the fact that such notice was not furnished on time.

4.2 If Seller fails to perform within the agreed delivery time, it shall be liable under the provisions of law.

## **V. Liability for Defects, Notice of Defects and Responsibility**

5.1 Seller warrants that the delivery item has no defect affecting its value or suitability, that it has the agreed or warranted quality, is suited for the use provided for in the contract, that it complies with generally accepted rules of engineering (state of the art) and the most recent rules and regulations of the authorities, applicable provisions of law, safety-related requirements as applicable from case to case as well as the rules and regulations for safety and health at work and the prevention of accidents. If the delivery item does not fulfil these requirements, Purchaser may, in its discretion, claim remedy of the defect or supply of an item free from defects. In the event that the other legal requirements are fulfilled, Purchaser may rescind the contract, reduce the purchase price, or claim damages including damages in place of performance or reimbursement of expenses incurred in vain.

If Seller has also assumed warranty for the quality or durability of the delivery item, Purchaser may additionally also assert claims under such warranty. This shall not apply to defects or damages of the delivery item caused by

- a) normal wear and tear,
- b) improper handling by Purchaser.

Applicability of Section 377 German Commercial Code (HGB) is excluded.

5.2 The warranty periods for defects as provided by law shall apply, unless expressly agreed otherwise. Reduction of the warranty period for defects is excluded.

5.3 Seller's warranty for defects shall also extend to parts manufactured by sub-suppliers.

5.4 A notice of defects shall suspend the statute of limitations by the period between notice and elimination of the defect. If the delivery item is replaced, repaired or newly supplied in whole or in essential parts, then the warranty for defects shall start to run again for the entire item, in case of partial replacement, this shall apply to the replaced parts.

5.5 The rejected parts will, in case of replacement, become property of Seller after their removal; it will be responsible for their proper disposal.

5.6 If Seller has failed to remedy the defect within a reasonable period of time, or if such remedy of defects has failed once, Purchaser shall be entitled to have the defect remedied on Seller's account.

5.7 Seller shall hold Purchaser harmless from any claims under manufacturer's liability as well as based on product liability law, if and to the extent that Seller or its sub-supplier have caused the product defect being the cause for such liability – in the event that product liability law is applied. Otherwise, Seller is free to prove that it is not responsible for the defect being the cause for such liability.

5.8 Seller warrants that the substances supplied are, if necessary, registered under the provisions of the REACH directive with regard to their features and use as provided for in the contract.

## **VI. Inspections**

If inspections have been scheduled for the delivery item, Seller shall bear the costs of material and its own staff. Purchaser shall bear the costs of its own staff for such inspections. Seller has to give Purchaser a binding notice of its readiness for inspection not less than one week in advance and agree an inspection date with him. If the delivery item is not presented on that date, Purchaser's costs of inspection staff will be charged to Seller. If repeated or further inspections are required on account of defects ascertained, Seller shall bear all costs of material and staff in relation thereto. Seller shall bear the costs of material and staff for material certificates for the ingoing materials.

## **VII. Insurances**

7.1 Transport insurance will be concluded exclusively by Purchaser.

7.2 Unless agreed otherwise, Seller has, at its own expense, to conclude a liability insurance with sufficient minimum cover for damages caused by himself, its staff or its agents through services provided or items delivered; on Purchaser's request; it has to provide evidence of this. Seller's liability is not limited by the conclusion and proof of any liability insurance.

7.3 Conclusion of special erection insurance in addition to the liability insurance under Item 7.2 above shall from case to case require a specific agreement between Purchaser and Seller.

7.4 Machines, devices etc. put at Purchaser's disposal will be insured against normal risks by Purchaser. Any further liability of Purchaser for perishing or damaging of the machines, devices etc. put at its disposal will be excluded – with the exception of cases where this is committed intentionally or on account of gross negligence.

## **VIII. Shipping Instructions**

8.1 For each individual shipment, Seller has to send a detailed shipping notice, separately from goods and invoice, on the day of shipment. The delivery has to be accompanied by a delivery slip and shipping list. In case of shipment by boat, the name of the shipping line and of the vessel has to be shown on the shipping documents and the invoice. Seller has to select those means of transportation which are most favourable and best suited for Purchaser. In all shipping notices, delivery slips, shipping lists, freight documents, invoices, on the exterior packaging etc., the order symbols and data on the place of unloading as prescribed by Purchaser have to be indicated in full.

8.2 As a matter of principle, Seller has to package, identify and ship hazardous products according to nationally/internationally applicable provisions. Apart from the class of hazard, accompanying documents also have to include further indications as determined in the respective shipping instructions.

8.3 Seller shall be liable for damages and take over any costs incurred due to non-observance of these instructions, unless it proves that it is not to be held responsible for the event causing such liability. In this respect, it shall also be responsible for observation of these shipping instructions by its sub-suppliers.

8.4 All shipments which cannot be accepted on account of non-observance of these instructions will be stored at Seller's costs and risk. Purchaser is entitled to determine contents and condition of such shipments. It is not permitted to load tools and equipment together with the delivery items.

## **IX. Calculation - Prices**

In the event that Seller reduces its prices and improves its conditions during the period between order and delivery, the prices and conditions which are valid on the day of delivery shall apply.

Prices for purchases by nationals and residents of the European Community shall be free Purchaser's point of delivery, freight, packaging, insurance etc. included, plus statutory turnover tax which may become due.

Prices for purchases by non-residents of the European Community shall be free Purchaser's point of delivery, freight, packaging, insurance etc. included, statutory turnover tax and customs duty excluded. Any and all ancillary fees, public duties, newly added costs, freight etc. as well as their increases, directly or indirectly raising the costs of delivery, shall be borne by Seller.

In all other respects, interpretation shall be governed by the INCOTERMS® 2020 of the ICC.

**X. Invoice and Payment**

10.1 Wording, order of the text and prices of invoices have to correspond to the respective order. Additions or reductions of deliveries have to be listed separately in the invoice.

10.2 Unless otherwise agreed, the payment term shall be 30 days from receipt of the invoice. Invoices must not be issued before the goods have been received.

**XI. Documents**

11.1 Any and all drawings, standards, guidelines, analytical methods, formulations and other documents provided by Purchaser to Seller for the purpose of manufacturing the delivery item, as well as any documents compiled by Seller on the basis of specific data of Purchaser shall remain the property of Purchaser and may not be used by Seller for any other purposes nor reproduced or disclosed to any third parties. Upon request, they have to be handed over to Purchaser without delay, including any and all copies and reproductions. Purchaser reserves the industrial property rights in any and all documents handed over to Seller. Seller has to consider the inquiry, the order and any work relating thereto as business secret and keep them in confidence accordingly. Seller shall be liable for any and all damages caused to Purchaser on account of any violation of these obligations, unless it proves that it is not to be held responsible for the event causing such liability.

Participation of Purchaser by way of technical discussions or explanations does not release Seller any from duties under warranties for defects and other obligations.

11.2 Documents of any kind, which Purchaser requires for use, erection, assembly, processing, storage, operation, maintenance, inspection, upkeep and repair of the delivery item have to be provided by Seller in a timely manner, without being requested to do so, and free of charge.

11.3 Standards and guidelines mentioned by Purchaser shall apply in their latest relevant version. Works standards and guidelines of Purchaser have to be requested by Seller in time, unless they were furnished already.

**XII. Items**

Moulds, models, tools, films etc., which were produced by Seller for the purpose of performing the order shall, by means of payment, vest in Purchaser, even when they remain in the possession of the Seller. Upon request, these items have to be handed over to Purchaser.

**XIII. Assembly, Maintenance, Inspection, Repair etc.**

13.1 If assembly, maintenance, inspection, repair or other activities are carried out in a Purchaser plant, the safety and administrative regulations for outside companies carrying out orders on the premises of Purchaser plants shall apply. These will be handed over before work commences; if necessary, they have to be requested from the works protection department.

13.2 Purchaser shall not bear any risk for property of Seller or its staff which was brought into the plant of Purchaser.

**XIV. Patent Infringement**

Seller is liable for preventing that patents, licences or intellectual property rights are violated by the delivery and use of the delivery items, unless it proves that it is not to be held responsible for the event causing such liability. Applicable licence fees shall be borne by Seller.

**XV. Promotional Material**

References to the business relationship with Purchaser in information and promotional material shall only be permitted with the express, written prior approval by Seller. Anwendbares Recht, Auslegung von Klauseln etc.

**XVI. Applicable Law, Interpretation of Clauses, etc.**

16.1 German law shall apply exclusively. Application of the UN Sales Convention dated 11 Apr. 1980, effective since 01 Jan. 1991, will be excluded; the same applies to the rules concerning international competence.

16.2 Clauses customary in trade shall be interpreted according to the Incoterms® 2020 of the ICC.

**XVII. Export control – Origin of Goods**

In the performance of the Contract, Seller has the obligation to observe relevant regulations and conditions imposed by law and authorities.

Seller shall in particular be liable for ensuring that no embargo provisions of the UN Security Council, the European Commission or any national legislators are violated or ignored by supplying the delivery items. Seller shall bear the exclusive responsibility for proper exportation of the delivery items from the country of shipping; Seller shall in particular undertake to obtain any and all permissions required in foreign trade, and to indicate the origin under commercial law as well as the ECCN of the delivery item in writing in its quotation, this shall in particular apply in case of relevance of the US Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR). The goods supplied have to fulfil the conditions of origin of the preferential agreements of the EU, unless the order confirmation contains any explicit statement to the contrary.

**XVIII. Code of Conduct**

The Seller accepts the Purchaser's Code of Conduct in its current version made available and undertakes to take appropriate measures to comply with it.

**XIX. Place of Performance and Place of Jurisdiction**

Place of performance shall be the place of receipt scheduled by Purchaser, unless indicated otherwise in the order. Exclusive place of jurisdiction shall be Braunschweig.

Goslar, August 2023