

General terms and conditions of Wickeder Profile Walzwerk GmbH

§ 1 General provisions

1. The following terms and conditions apply to all offers of and business transactions with our company, in particular deliveries, services and our offers. These shall also apply to all future business relations, even if they are not expressly agreed or referred to again in each individual case. These terms and conditions (hereinafter "GTC") shall be deemed to have been accepted at the latest upon acceptance of the goods or services if we had referred to the validity of the GTC at the latest when confirming the order.
2. Terms and conditions of the customer or third parties shall not apply, even if we have not separately objected to their validity in individual cases. Even if we refer to a letter that contains or refers to the terms and conditions of the customer or a third party, this shall not constitute our agreement with the validity of those terms and conditions. Deviations from our terms and conditions are only binding for us if such deviations are expressly confirmed by us.
3. We and the customer are aware that electronic and encrypted communication (e.g. by e-mail) is subject to security risks. By using this type of communication, neither we nor the customer will therefore assert claims based on lack of encryption, unless or insofar as encryption has been agreed in advance.

§ 2 Offer and conclusion of contract

1. All our offers are subject to change and non-binding, unless they are expressly defined as binding or contain a specific acceptance deadline. Our offers are always FCA (in the sense of the Incoterms applicable at the time of conclusion of the contract) our premises at Wickede or Anröchte.
2. Supplements and amendments to the agreements made, including to these GTC, must be made in writing to be effective. With the exception of managing directors or authorised signatories, our employees and other persons acting on our behalf are not authorized to make any verbal agreements deviating from this. Transmission by telecommunication, in particular by email, is not sufficient unless the corresponding declarations or agreements are contained in a signed pdf document sent by email.
3. Verbal promises made prior to the conclusion of a contract are not legally binding. We accept no liability for information, recommendations or advice - in particular from our sales representatives; this does not apply to contractually agreed paid consultancy services for which we are liable in

accordance with these GTC. Guarantees do require our express confirmation in all cases. It is the sole responsibility of the customer to specify the products desired by him according to their technical type of execution.

4. Insofar as the customer provides us with specifications and nothing to the contrary has been agreed, we are not obliged to check the specifications received from the customer for their correctness and fitness for purpose - in particular for the known or presumed purpose of use.

5. Information on the subject matter of the delivery or service (e.g. drawings, illustrations, dimensions, weights, samples, utility values, load capacity, tolerances and technical data) shall only be binding if this is expressly agreed between the parties and is referred to separately in the order confirmation. They are not guaranteed characteristics, but descriptions or characterisations of the subject of delivery or service. All specifications of dimensions, weights etc. are always subject to the tolerances customary in the trade or regarding the specific product.

6. We reserve the unrestricted property and copyright as well as utilisation rights to cost estimates, drawings and other documents. Such documents may only be made accessible to or disclosed or

reproduced by third parties with our prior written consent. At our request, the customer must return such items to us in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

7. We reserve the right to make all customary deviations and deviations that are due to legal regulations and/or are customary in the trade or for such product, or represent technical improvements, as well as the replacement of purchased or delivered items with equivalent parts, even after the order confirmation, insofar as they do not impair the usability for any contractually intended or expected purpose known to us.

§ 3 Prices and payment

1. Our prices always apply to the scope of services and deliveries listed in the order confirmations. Additional or special services shall be invoiced separately. Prices are quoted in Euro FCA (in the sense of the Incoterms applicable at the time of conclusion of the contract) our premises at Wickede or Anröchte, plus packaging and statutory VAT (if applicable). We charge packaging at cost price and packaging materials remain with the customer unless we are under a non-waivable statutory obligation to take it back, or if and insofar as it is reusable packaging (e.g. mesh boxes or Euro pallets) that is exchanged for

corresponding empty boxes, pallets or similar. If such an exchange does not take place to the same extent, we will charge the usual deposit for the reusable packaging used.

2. Unless otherwise agreed, our invoices are payable without deduction no later than 30 days after the invoice date. Discounts (including cash discounts) have already been calculated as part of our offer or of our order confirmation and may not be deducted again by the customer unless expressly provided for or stated in the invoice. If costs and interest have already been accrued on the principal debt, we shall be entitled to offset incoming payments first against the costs, then against the interest and finally against the principal receivable.

3. If we become aware of circumstances that raise doubts regarding the customer's creditworthiness, we shall be entitled to withhold further deliveries until the outstanding debt has been paid in full and we shall be entitled to declare the entire outstanding debt due for payment. In such case, we shall also be entitled to demand advance payments or the provision of security in an appropriate amount.

4. The customer shall only be entitled to set-off rights if his counterclaims are undisputed or have been recognised by us or have been confirmed by a non-appealable court judgment or by an

arbitral award. Furthermore, the customer is only authorised to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§ 4 Execution of the delivery, delivery and performance time

1. The fulfilment of the contract is subject to the reservation that there are no obstacles due to German or other applicable national, EU or international regulations of foreign trade law as well as no embargoes or other sanctions.

2. Delivery dates or periods stated by us on the order confirmation are non-binding information. If such dates are intended to be binding, the scheduling requires a separate countersignature or written confirmation by our company. Verbal promises made by sales representatives are not sufficient and not binding. Delivery periods start on the date of the respective Order confirmation. Delivery periods and delivery deadlines and dates shall be deemed to have been met if by their expiry, the delivery item has been made available for delivery and readiness and a notice of dispatch has been transmitted to the customer. Compliance with our delivery and performance obligations shall be subject to the proper fulfilment of the customer's obligations.

3. We are not responsible for delays in delivery and performance due to force majeure and due to events that make delivery significantly more difficult or even

impossible for us - such as strikes, lockouts, official orders, etc., even if they occur at our suppliers or subcontractors, which even in the case of bindingly agreed deadlines shall release us from any liability arising from delay. Such circumstances shall entitle us to postpone the performance, as long as the hindrance lasts plus a reasonable restart time for operation. If the aforementioned circumstances last longer than three months without interruption and the performance of the supply and/or the agreed service is therefore not possible or only possible under unreasonable circumstances or costs, we shall be entitled to withdraw from the contract in whole or in part as regards the part not yet fulfilled. We shall inform the customer of the beginning and of the end of such circumstances in cases of significance as soon as possible.

4. If the delivery or our services become impossible or unreasonable due to the aforementioned circumstances and if there is not only a temporary obstacle to performance, we shall be released from the obligation to deliver the respective products and/or provide the agreed services. If the delivery time is extended due to the aforementioned circumstances or if we are released from the delivery obligation due to such circumstances, the customer cannot derive any claims for damages from this. The same applies if we are temporarily or permanently released from our obligation to perform due to statutory or other

contractual regulations.

5. Further claims for damages and for reimbursement of expenses of the customer due to delay in delivery and/or services are excluded. This shall not apply if the delay in delivery and/or services is due to a breach of a material contractual obligation on our part, or in cases of intent or gross negligence on our part, or in cases of mandatory liability for injury to life, limb or health; this shall not imply a change in the burden of proof to the detriment of the customer.

6. Partial deliveries are permissible to a reasonable extent. They may be invoiced separately.

7. If the customer is in default of acceptance, we shall be entitled to demand compensation for the damage suffered by us as well as a reasonable storage fee. The risk of accidental deterioration and accidental loss shall pass to the customer upon the occurrence of default of acceptance.

8. Within a tolerance of up to 10 per cent of the total order quantity and unless otherwise agreed in individual cases, production-related excess or short deliveries are permissible. The agreed price of the order shall be adjusted accordingly.

§ 5 Long-term and call-off contracts, price adjustment

1. Supply contracts concluded for an indefinite term can be cancelled by us with a notice period of 3 months without giving

reasons.

2. If, in the case of long-term contracts (which shall mean contracts with a term of more than 6 months as well as open-ended contracts) or in the case of a contract with a delivery or service date scheduled more than six months after the conclusion of the contract, a significant change in labour, material or energy costs occurs, we shall be entitled to demand a reasonable adjustment of the price taking these factors into account.

3. In the case of large orders, orders with a delivery or performance date more than three months after the conclusion of the contract, or if the customer's creditworthiness is unclear or appears to be too low with a view to the economic value of the respective order, we reserve the right to demand an appropriate down payment or other security from the customer, even if this was not expressly provided for or mentioned in our offer or our order confirmation. This may also occur after conclusion of the contract in the event of a deterioration in creditworthiness compared to the time of conclusion of the contract.

4. In the case of call-off delivery contracts, unless otherwise agreed, binding quantities must be notified to us by call-off at least 3 months before the delivery date.

§ 6 Passing of risk

The risk shall pass to the customer as soon as the deliverables have been handed over

to the person carrying out the transport or have left our warehouse for dispatch. If dispatch is delayed or becomes impossible through no fault of our own, the risk shall pass to the customer upon notification of readiness for dispatch.

§ 7 Warranty, notice of defects

1. Our samples, brochures and other advertising material only represent approximate values. Changes in design, material, design and colour may be due to technical reasons and shall be agreed with the customer. Interference appearances on our products do not constitute defects. These are physical phenomena independent of the manufacturing process. Their frequency and intensity cannot be reliably influenced during production. Deviations in quantity, if they are in compliance with DIN/EN provisions, are without relevance notwithstanding other agreement between us and the customer; § 4 No. 8 of this GTC shall remain unaffected.

2. It is a prerequisite for our warranty that defects are not due to improper use, in particular due to violation of care and operating instructions, product modifications made by the customer, faulty assembly or commissioning, negligent handling or use of the product in an improper manner, nor to unsuitable spare parts or materials. The warranty does furthermore not apply if a defect is based on the use of operating materials or

replacement materials by the customer or third parties, on natural wear and tear, defective processing, chemical, electrochemical or electrical influences - insofar as such circumstances are not attributable to our fault.

3. Claims for defects on the part of the customer do only exist if the customer has properly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 of the German Commercial code and/or, if applicable, to the provisions of Articles 38, 39 of the UN Sales Convention. Notification of defects by the customer must be made in writing without delay. Only the customer shall be entitled to claims for defects and such claims are not assignable.

4. All those parts or services which show a material defect within the warranty period and regardless of the operating time shall, at our discretion, be repaired, replaced or provided again free of charge ("supplementary performance"), provided that this defect or its cause already existed at the time of the transfer of risk.

5. If the Customer asserts rights based on defects, the limitation period shall be 12 months from the commencement of the statutory limitation period. This shall not apply in cases of injury to life, body or health, in the event of an intentional or grossly negligent breach of duty or a slightly negligent breach of essential contractual obligations on our part, in the event of fraudulent concealment of a defect and

insofar as the law prescribes longer periods, and in the event of non-compliance with a guarantee of function or quality. The statutory provisions on suspension of the statute of limitations, suspension and recommencement of limitation periods remain unaffected.

6. In the event of notices of defects, payments by the customer may be withheld to an extent that is in reasonable proportion to the defects that he claims to exist. The customer may only withhold payments if, after proper and immediate inspection of the goods upon receipt, a sufficiently specified notice of defects is asserted, the justification of which is beyond reasonable doubt. The customer shall have no right of retention if his claims for defects are time-barred. If the complaint is unjustified, we shall be entitled to charge the customer for our expenses (including transport costs) incurred in examining the complaint and any attempts to rectify the defect.

7. If the supplementary performance fails repeatedly, the customer may - without prejudice to any claims for damages in accordance with the following Section 8 of this § 7 - withdraw from the contract or reduce the agreed remuneration.

8. Claims for defects shall not exist in the event of insignificant deviations from the agreed condition, in the event of only insignificant impairment of usability, in the event of natural wear and tear or damage. Claims for defects shall furthermore not

exist, in the event of faulty or negligent handling, improper maintenance, excessive strain, unsuitable operating materials, defective construction work after the transfer of risk, or in the event of special external influences which are not assumed under the contract, as well as in the event of non-reproducible software errors, unless we are responsible for such circumstances. If the customer or third parties carry out improper modifications or repair work or use parts not supplied or approved by us for this purpose or to replace wearing parts, there shall also be no claims for defects or consequential defects for these and the resulting consequences.

9. Claims of the customer for the expenses necessary for the purpose of supplementary performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the object of the delivery has subsequently been moved to a place other than the place of delivery, installation or use agreed between the parties. In any case, we may demand the return of the defective delivery item if we provide a temporary replacement to ensure the customer's operational capability. Replaced delivery items shall become our property.

10. Claims for damages by the customer due to a defect are excluded. This shall not apply in the event of fraudulent concealment of the defect, non-compliance with a guarantee of quality, injury to life,

limb or health, in the event of a wilful or grossly negligent breach of duty by us, in the event of a slightly negligent breach of material contractual obligations (as defined in the following § 8 clause 2. g.), and in the event of mandatory liability based on statutory provisions (e.g. under the Product Liability Act). In the event of negligence, the liability for damages shall - even in the event of a breach of material contractual obligations - be limited to the typically occurring damage foreseeable at the time of conclusion of the contract, unless mandatory liability with a higher obligation to pay compensation is provided for by law.

11. The above provisions of this § 7 shall not result in a change in the burden of proof to the detriment of the customer. Further claims of the customer or claims other than those set forth in this § 7 due to a defect are excluded.

§ 8 Limitation of liability

1. Unless otherwise expressly stipulated in these GTC or in individual contracts, we reject the agreement and assertion of contractual penalty claims and lump-sum damages. Claims for damages by the customer, irrespective of their legal basis, are excluded. This applies in particular to claims for damages arising from culpa in contrahendo, other breaches of duty or tortious claims for compensation for property damage or financial loss.

2. The exclusion of claims for damages

does not apply in the following cases:

- a. in matters governed by the Product Liability Act or other mandatory legal standards,
 - b. in case of intent,
 - c. in the event of gross negligence on the part of owners, legal representatives or executives,
 - d. in the event of fraud ,
 - e. in the event of non-compliance with an assumed guarantee ,
 - f. in the event of culpable injury to life, limb or health or
 - g. in the event of culpable breach of material contractual obligations; material contractual obligations are generally those the fulfilment of which is essential for the proper execution of the respective contract and on whose compliance the customer may rely and has relied on from an objective point of view.
3. However, the claim for damages for the breach of essential contractual obligations and in the event of grossly negligent breach of non-essential contractual obligations shall be limited to the typical contractual damage foreseeable at the time of conclusion of the contract, unless one of the aforementioned cases of mandatory liability exists. Liability for consequential damages, in particular for loss of production and loss of profit, is excluded in all cases, except in cases of intent, grossly negligent breach of non-essential contractual

obligations, mandatory statutory liability, breach of primary contractual obligations (as defined above in Section 2. g. of this § 8) or mandatory liability based upon injury to life, limb or health are excluded.

4. The exclusion of damages pursuant to Clause 1 of this § 8 shall also apply insofar as the customer demands compensation for useless expenses instead of a claim for compensation for his damage instead of performance or in addition to it.

5. A change in the burden of proof to the detriment of the customer shall not result from the above provisions.

6. To the extent that our liability for damages is excluded or limited, this shall also apply with regard to the personal liability of our employees, workers, staff, representatives and vicarious agents.

7. The customer's claim for damages is limited in all cases - except in the case of intent or mandatory statutory liability - in such a way that it must be in reasonable proportion to the order value and to the insurance cover usually in place.

§ 9 Shipping

1. Insofar as we arrange for the shipment of the purchased items at the customer's request, we shall choose the most favourable transport option from our point of view, unless the customer has expressly given specific transport instructions in writing in good time. The customer shall in such case

bear any additional costs incurred as a result compared to the shipment chosen by us.

2. Freight costs shall be invoiced by the forwarding agent commissioned by us as the customer's representative, unless otherwise agreed. The customer hereby authorises us to place corresponding orders with forwarding agents on his behalf, whereby we undertake to select suitable and reasonably priced forwarding agents in the interests of the customer. At the customer's request and expense, we shall insure the delivery against theft, breakage, transport, fire and water damage as well as against other insurable risks.

3. The unloading of the delivery is generally the responsibility of the customer, even if we have exceptionally taken over the delivery to the customer in individual contracts. Insofar as our personnel or the authorised forwarding agents or carriers assist with this, they are acting expressly on behalf of the customer and as the customer's vicarious agents, but not on our behalf. We shall not be liable for any damage that may arise as a result. In this case, the customer shall indemnify us against possible claims for damages by third parties.

§ 10 Retention of title

1. Until fulfilment of all our claims against the customer (including all current account balance claims) to which we are entitled against the customer now or in the future and for any legal reason, we shall be granted the

following securities, which we shall release on request at our discretion to the extent that the realisable value of our securities exceeds the claims to be secured (including claims not yet due) by more than 20% on a sustained basis. We shall be entitled to choose between various security rights for the release. The assertion of security rights - in particular a claim for surrender - shall not constitute a cancellation of the contract unless we expressly declare such cancellation.

2. During the existence of the retention of title, the customer is prohibited from pledging or transferring ownership by way of security.

3. If the goods subject to retention of title are transported abroad, those security interests shall be deemed agreed which are possible under the relevant national law and which come closest to the security interests described in this § 10 in terms of their effects.

4. The goods shall remain our property until full payment has been made. Any processing or remodelling shall always be carried out for us as the manufacturer, but without any obligation for us. If our (co-) ownership expires due to combination with other items, it is hereby agreed that the customer's (co-) ownership of the item so created shall pass to us in proportion to its value (invoice value). The customer shall store our (co-)ownership free of charge.

5. Before full payment has been made, our customer is generally prohibited from

inserting our property into a building, so that it becomes an integral part of the building. In the event of a breach of this provision without our prior approval, all claims to which the customer is entitled against third parties, including ancillary rights, which have accrued to him through the connection with real property, shall be assigned to us as security for our claims; we accept the assignment upon conclusion of the contract with our customer. The customer shall also reimburse us for any additional damages.

6. Any processing or transformation of our goods prior to full payment of the agreed price shall always be carried out for us as manufacturer, but without any resulting obligation for us, which the processor shall assume in advance and from which he shall indemnify us. The customer shall not pledge our goods or assign them as security before full payment has been made. The customer hereby assigns to us in full by way of security any claims arising from a possible resale or other legal grounds (e.g. insurance claims, claims in torts) in respect of our reserved goods (including all current account balance claims) until our principal claim resulting from the delivery has been settled; we accept the respective assignment when concluding the contract with our customer. We revocably authorise the customer to collect the claims assigned to us for our account in his own name. Our authorisation to collect the assigned claims ourselves remains unaffected by this. However, we undertake not to collect

the claim as long as the customer fulfils his payment obligations from the proceeds received, as long as he is not in default of payment and, in particular, as long as he has not filed an application for the opening of insolvency proceedings or suspended payments. If the obligation not to collect is cancelled, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment.

7. If our goods are sold before our invoices relating thereto have been settled, the customer must retain title to the goods and notify his customer of our retention of title.

8. The customer is obliged to adequately insure the goods provided to him - whether in their original condition or reworked - against all usual risks, in particular fire, burglary and water hazards, and to treat them with care until our invoices relating to them have been paid in full. In addition, he undertakes to provide us with information at any time on the whereabouts of the goods and on the claims arising from a resale until the goods have been paid for in full.

9. In the event of access by third parties to our reserved property, such as seizure measures, the customer shall draw attention to our property and notify us immediately so that we can enforce our property rights

against third parties. The customer shall bear the costs of notification. Insofar as the third party is not in a position or not obliged to reimburse us for any judicial or extrajudicial costs incurred, the customer shall be liable for such costs.

10. In the event of breach of contract by the customer - in particular default of payment - we shall be entitled to take back our property or, if necessary, to demand assignment of the customer's claims for return against third parties after expiry of a reasonable period set for the customer to establish or restore the proper condition in order to fulfil his payment obligations. The customer assigns to us any claims for restitution against third parties upon conclusion of the contract; we accept the assignment when concluding the contract. The withdrawal or assertion of the retention of title by us does not require cancellation of the contract. If we take back or seize the goods subject to retention of title, this shall not constitute a cancellation of the contract unless we expressly declare such cancellation. After taking back the delivery item, we shall be authorised to realise it. The realisation proceeds - less reasonable realisation costs - shall be offset against the customer's liabilities.

§ 11 Cancellation, contract adjustment

1. We reserve the right to withdraw from the contract if there are reasonable doubts as to whether the customer will fulfil

the contract properly, in particular in the event of a corresponding negative certificate of a credit insurer. This shall also apply in the event of culpably incorrect or incomplete information provided by the customer regarding facts relating to his creditworthiness, in the event of enforcement measures against his assets, the submission of an affidavit regarding his assets, and in the event of the opening of insolvency proceedings against the customer's assets.

2. If unforeseeable or extraordinary events within the meaning of § 4 No. 3 of these GTC change the economic significance or the content of the delivery considerably or have a considerable effect on our business, the contract shall be adapted appropriately in good faith. If this is not economically reasonable for us or the customer, we or the customer shall have the right to withdraw from the contract. If we or the customer wish to make use of this right of withdrawal, the party concerned must inform the other party immediately after realising the consequences of the event, even if an extension of the delivery time was initially agreed or would have been reasonable.

§ 12 Place of performance and jurisdiction

1. The place of performance for the respective delivery is our manufacturing plant or our distribution warehouse. The place of performance for payment and for

any other claims arising from and in connection with the contract is our registered office.

2. The exclusive place of jurisdiction is our place of business. However, we are also entitled to sue the customer at any other legal place of jurisdiction.

3. The business relations between us and the customer are subject exclusively to the laws of the Federal Republic of Germany.

§ 13 Final provisions

1. Should a provision in these terms and conditions or a provision within the framework of other agreements be invalid and/or unenforceable or become invalid and/or unenforceable due to changes in the law, the validity of the remaining provisions shall remain unaffected. The invalid and/or unenforceable provision shall be replaced by an appropriate provision which, as far as possible, comes closest to what the parties had intended or would have intended according to the meaning and purpose of these CTC if they had considered the respective point. In case of doubt, the relevant statutory provision shall apply. The same shall apply in the event of unforeseen loopholes.

2. The customer is aware that his personal data will be stored insofar as this is necessary for the processing of the order. The data protection provisions of Wickeder Profile Walzwerk GmbH, available on the Internet at [Wickeder Profile Walzwerk](#)

[GmbH: Datenschutz](#), shall apply. Reference is also made to § 1 No. 3 of these General Terms and Conditions.

Wickede (Ruhr), November 2024