

General Terms and Conditions of Purchase (GTC)

SAUTER METALL GmbH, An der alten Weberei 2, 79206 Breisach

Hereinafter referred to as the Purchaser/Contracting Party as Supplier/Seller or Service Provider.

1. General, Applicability

1.1 The preparation of quotations is free and non-binding for us.

1.2 The INCOTERMS in their current version shall be authoritative for the interpretation of trade clauses.

1.3 Verbal agreements made by our employees shall only become binding upon our written confirmation. These General Terms and Conditions of Purchase shall apply to all – including future – orders for goods and services and their execution. We do not recognize any terms of the Seller that contradict or deviate from these General Terms and Conditions, unless something to the contrary is expressly stipulated in these General Terms and Conditions or in the contract with the Seller. If we accept the goods without objection, this shall not be construed as acceptance of the Seller's terms and conditions.

2. Prices, Documents, and Confidentiality

2.1 The agreed price is a fixed price, unless otherwise agreed in writing.

2.2 For prices stated as "free house," "free... destination," and other "free" deliveries, the price includes freight and packaging costs.

2.3 In the case of non-free delivery, we only assume the lowest freight costs, unless we have specified a particular method of shipment.

2.4 The Supplier and the appointed forwarder shall be obligated to maintain confidentiality and package shipments neutrally, or with the sender as SAUTER METALL GmbH. Confidentiality shall encompass all data, drawings, and other information related to the transaction. Additionally agreed non-disclosure agreements (NDAs) shall form part of the contract.

3. Payment, Offset, Due Date, and Performance

3.1 In the absence of any other agreement or more favorable conditions from the Seller, payments shall be made within 14 days with a 3% discount, or within 30 days net.

3.2 Payment and discount periods shall begin upon receipt of the invoice but not before receipt of the goods or, in the case of services, not before their acceptance, and, if documentation, inspection certificates (e.g., test certificates/acceptance test certificates), or similar documents are part of the scope of services, not before their proper transfer to us.

3.3 Payments shall be made by bank transfer.

3.4 Default interest cannot be claimed. The default interest rate shall be 5 percentage points above the base interest rate. In any case, we are entitled to prove a lower default damage than claimed by the Seller. We have offset and retention rights to the extent provided by law.

3.5 All business or technical information provided by us (including features that can be deduced from samples provided) shall be kept confidential from third parties as long as and to the extent that they are not demonstrably publicly known. They may only be made available to those employees of the Supplier who require them to fulfill the contract and who are bound by confidentiality. Information provided by us to the Supplier remains our property and may not be reproduced or used commercially without our prior written consent – except for deliveries/services to us. Upon our request, all information originating from us (including any copies or records made) and items provided on loan shall be promptly and completely returned to us or destroyed according to our instructions. We reserve all rights to such information (including copyrights and the right to register industrial property rights such as patents, utility models, etc.).

Products made with the help of our information, especially drawings, models, or the like, or with our tools, may not be used by the Supplier for purposes other than fulfilling their contractual obligations towards us, nor may they be offered or delivered to third parties. Reference to our business relationship for advertising purposes or as a reference to third parties may only be made with our prior written consent.

4. Delivery and Default

4.1 Agreed delivery dates and deadlines are binding. Imminent delivery delays must be promptly reported to us in writing. At the same time, suitable countermeasures to mitigate the consequences must be proposed.

4.2 The delivery period begins on the day of the legally binding order unless otherwise agreed in writing. For the observance of the delivery date or delivery deadline, the receipt of the goods by us is decisive unless otherwise agreed in writing. If the Seller is in default of delivery, we have statutory claims. In particular, we are entitled to demand damages in lieu of performance after the fruitless expiration of a reasonable grace period set by us.

4.3 Our claim to delivery is only excluded when the Seller has paid damages. The Seller can only invoke the non-receipt of necessary documents to be provided by us if the documents have not been received even after a written reminder.

5. Retention of Title

The transfer of ownership of the goods must be unconditional and without regard to payment of the price. However, in individual cases, an offer by the Seller for transfer due to payment of the purchase price may be accepted, and in such cases, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we remain authorized to resell the goods before payment of the purchase price, with the proviso that the claim arising from the resale is assigned to us in advance (subsidiary application of simple and extended retention of title). All other forms of retention of title are expressly excluded, including extended, forwarded, and extended retention of title for further processing.

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6. Delivery and Transfer of Risk, Return Obligations, Packaging

6.1 The Supplier bears the risk of accidental loss and accidental deterioration, even for "free house" and "free destination" deliveries, until the goods are handed over at the destination. Partial deliveries require our consent.

6.2 Over- or underdeliveries are only permissible within customary trade limits.

6.3 The Seller shall bear the packaging costs unless otherwise agreed in writing. If we bear the packaging costs in individual cases, these costs must be invoiced to us at the lowest possible rate.

6.4 The obligations regarding return and packaging are governed by the packaging law in its current version.

7. Declarations of Origin / Preference Declaration

7.1 The Supplier/Service Provider shall provide us with all necessary information and data in writing no later than two (2) weeks after the order and immediately in case of changes. These are required to comply with the applicable national and international customs and foreign trade laws for exports, imports, and re-exports, including but not limited to:

- All applicable export control numbers, including the Export Control Classification Number according to the US Commerce Control List (ECCN).
- The statistical commodity number according to the current classification of external trade statistics and the HS (Harmonized System) code.
- Country of origin (non-preferential origin) and, if requested by the Principal, Supplier declarations of preferential origin (for European suppliers) or proof of preference (e.g., certificate of origin) (for non-European suppliers).
- According to the 8th sanctions package against Russia, it is prohibited to purchase or import certain steel

products for use in the energy sector. Therefore, the Supplier must check whether any steel products are delivered which are subject to these prohibitions.

7.2 In the case of customs documents (invoice declaration, preference certificate, origin declaration), the Seller shall indemnify and hold us harmless from any claims by the customs authorities and will compensate for any damages that we incur due to incorrect or incomplete information. The Seller will support us in any necessary legal defense against claims by the customs authorities.

8. Notices of Defect and Warranty

8.1 Inspection of quality and quantity must be carried out by us only in an appropriate manner in the normal course of business; deviations and defects that occur during this must be reported promptly.

8.2 In addition, the Supplier guarantees compliance with all agreed specifications as well as compliance with all legal regulations, standards, and approved product descriptions.

8.3 As far as a defect exists in the goods at the time of the transfer of risk, we shall be entitled to our statutory rights without restrictions. In any case, we are entitled to demand from the Supplier, at our discretion, the removal of the defect or delivery of a new defect-free item (subsequent performance). The Supplier is obligated to bear all expenses necessary for the purpose of rectification or new delivery, including, but not limited to, transport, labor, material costs, and assembly costs.

8.4 If the Supplier fails to meet their obligations to provide subsequent performance within an appropriate period of time set by us, we shall be entitled to rectify the defect ourselves and demand compensation from the Supplier for the necessary expenses or a corresponding advance payment from the Supplier. If the subsequent performance is not provided or not provided within an appropriate period, we shall be entitled to cancel the contract and demand compensation for damages or to reduce the purchase price. In the case of subsequent performance, the warranty period for the delivered goods begins anew with the delivery of the defect-free item or the completion of the rectification of defects.

8.5 The right to assert further-reaching claims for damages shall remain unaffected, including the right to assert compensation for damages instead of performance.

8.6 In urgent cases, in particular to avert acute dangers or to prevent major damages, we are entitled to rectify the defect ourselves at the expense of the Supplier, even without setting a deadline in advance and without prejudice to our other rights.

8.7 The Supplier shall bear the expenses incurred by us as a result of the defect or defective delivery (in particular transport, material, labor, and assembly costs), irrespective of whether the defect becomes apparent during our internal processing, at our customers, or at a later time, including if the defect is identified only after further processing of the goods. The statutory limitation period for claims arising from defects in quality shall apply.

8.8 The Supplier shall bear all costs and expenses incurred by us due to recalls or other actions carried out by us in connection with defective goods delivered by the Supplier, including costs for transportation, personnel, materials, and any necessary quality audits or inspections.

8.9 In the event of delivery of defective goods, we are entitled to withhold payments until the defect has been rectified in full.

9. Product Liability and Recalls

9.1 In the event of a claim or action by a third party (including official or government bodies) against us due to a defect or damage caused by the delivered goods, the Supplier shall indemnify and hold us harmless from all such claims or actions, including all related costs and expenses, to the extent that the defect or damage was caused by the goods delivered by the Supplier.

9.2 If a recall action is initiated by us or required by law, the Supplier shall fully cooperate in the recall and bear all costs and expenses associated with the recall, including but not limited to, the costs of identifying and notifying affected customers, the costs of replacing or repairing defective goods, and all other costs and expenses incurred by us in connection with the recall.

10. Quality Assurance

10.1 The Supplier shall maintain a documented quality management system (QMS) that is compliant with applicable international quality standards and regulations. The Supplier shall, upon our request, provide evidence of its QMS certification and compliance with applicable standards and regulations.

10.2 The Supplier shall allow us and our authorized representatives, including regulatory authorities, access to its facilities, records, and documentation related to the goods and services provided to us, for purposes of quality audits, inspections, and investigations.

11. Supplier's Liability, Insurance

11.1 The Supplier is liable for all damages caused by it or its employees or subcontractors to us or third parties in connection with the delivery or performance, unless the Supplier can prove that it is not responsible for the damages.

11.2 The Supplier shall maintain appropriate liability insurance coverage to cover its potential liability for damages arising from its performance under the contract. Upon our request, the Supplier shall provide evidence of such insurance coverage.

12. Industrial Property Rights

12.1 The Supplier guarantees that no third-party rights are infringed in connection with its deliveries/services and that no third-party rights are asserted against us. The Supplier shall indemnify and hold us harmless from any claims made by third parties in connection with any infringement of third-party rights and shall bear all related costs and expenses.

12.2 All drawings, models, templates, and similar objects, as well as tools and other devices, that we make available to the Supplier for the production of the ordered goods or for the performance of the ordered services shall remain our property and may not be used by the Supplier for purposes other than fulfilling its contractual obligations towards us.

13. Environmental Protection

The Supplier shall comply with all applicable environmental laws and regulations in the performance of its obligations under the contract and shall take all necessary measures to minimize any environmental impact resulting from its deliveries and services.

14. Place of Performance, Jurisdiction, Applicable Law

14.1 Place of performance for deliveries and services is Breisach am Rhein.

14.2 Exclusive jurisdiction for all disputes arising from or in connection with the contract is the court having jurisdiction for our headquarters in Breisach am Rhein.

14.3 The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15. Miscellaneous

15.1 Any notices to be given by the Supplier to us under the contract must be made in writing and sent to the address specified in the order or to any other address specified by us.

15.2 The Supplier may not assign or transfer its rights or obligations under the contract to any third party without our prior written consent.

15.3 The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of the remaining provisions. In such a case, the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the same economic, business, and legal results as the invalid or unenforceable provision.

These General Terms and Conditions of Purchase shall be deemed to be accepted by the Supplier upon acceptance of our order or commencement of the delivery or service. The contract and these General Terms and Conditions of Purchase shall constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements and understandings, whether oral or written. Any amendments or modifications to the contract or these General Terms and Conditions of Purchase must be made in writing and signed by both parties.

Breisach am Rhein, Jun 01. 2023

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