

# General Terms and Conditions of Purchase (GTC)

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

Hereinafter referred to as the purchasing contractual partner as supplier/seller or service provider.

### 1. General, Scope

1.1 Submission of offers is free of charge and non-binding for us.

1.2 The interpretation of trade clauses is based on the INCOTERMS in their currently valid version.

1.3 Oral agreements made by our employees are only binding after our written confirmation. These General Terms and Conditions of Purchase apply to all - including future - orders for goods and services and their execution. We do not recognize conflicting or differing terms and conditions of the seller unless explicitly stated otherwise in these terms or in the contract with the seller. Accepting goods without objection shall not imply our acceptance of the seller's terms.

1.4 In case of contradictions between these terms, which generally form part of the purchase contracts between SAUTER METALL and suppliers/service providers, and order confirmations, receipt confirmations, other order documents, other notifications, or quality assurance agreements transmitted in the course of the business relationship, the parties agree that only the provisions of these terms shall apply. SAUTER METALL hereby rejects such differing terms.

### 2. Prices, Documents, and Confidentiality

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

2.2 For terms like "delivered," "free ... destination," or other similar terms, the price includes freight and packaging costs.

2.3 For deliveries without freight included, we only cover the cheapest freight costs unless we specify a particular shipping method.

2.4 The supplier and the assigned shipping agent are obliged to confidentiality and should package or ship the goods neutrally, indicating SAUTER METALL GmbH as the sender when necessary.

Confidentiality covers all data, drawings, and other information related to the business transaction. Additional confidentiality agreements (NDAs), if agreed upon, are part of the contract.

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### 3. Payment, Offsetting, Due Date, and Performance

3.1 In the absence of any other agreements or more favorable conditions from the seller, payments are made within 14 days with a 3% discount or within 30 days net.

3.2 Payment and discount periods start from the date of invoice receipt but no earlier than the receipt of the goods or, in the case of services, no earlier than acceptance of the service. Where documentation, test certificates (e.g., factory certificates/acceptance test certificates), or similar documents are part of the scope of delivery, the periods commence only upon their contractual delivery to us.

3.3 Payments are made via bank transfer.

3.4 Interest for default in payment cannot be demanded. The default interest rate is 5 percentage points above the base interest rate. We reserve the right to prove a lesser damage due to delay than claimed by the seller. We are entitled to set-off and retention rights to the extent provided by law.

### 4. Delivery and Delay

4.1 Agreed delivery dates and deadlines are binding. Imminent delivery delays must be reported to us in writing without delay, along with appropriate countermeasures to prevent the consequences.

4.2 Delivery time starts on the date of legally binding order placement unless otherwise agreed. The arrival of the goods at our premises is decisive for compliance with the delivery date or deadline unless otherwise agreed. Should the seller be in default of delivery, we are entitled to exercise our legal rights. In particular, we are entitled to claim damages in lieu of performance after the unsuccessful expiration of a reasonable grace period set by us.

4.3 Our right to delivery is excluded only when the seller has provided compensation for damages. The seller may only refer to the absence of necessary documents to be provided by us if these documents have not been received even after a written reminder.

### 5. Retention of Title

Transfer of ownership of the goods must be unconditional and without regard to payment of the price. However, should a retention of title conditioned on payment of the purchase price be accepted in individual cases, this retention of title expires at the latest upon payment. We remain entitled to resell the goods in the ordinary course of business even before payment, with prior assignment of the resulting claim (alternatively, the simple and extended retention of title for resale applies). This

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excludes all other forms of retention of title, especially extended, forwarded, and processing-related retention of title.

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

6.1 The supplier bears the risk of accidental loss and accidental deterioration, including for “franco” and “free delivery” shipments, until the goods are handed over at the destination. Partial deliveries require our consent.

6.2 Excess or short deliveries are permitted only within commercially accepted limits.

6.3 Packaging costs are borne by the seller unless otherwise agreed in writing. If we bear the packaging costs in a particular case, they must be charged at the lowest possible rate.

6.4 Return obligations follow the Packaging Act in its currently valid version.

## 7. Declarations of Origin / Preferential Declaration

7.1 The supplier/service provider is required to provide us with all information and data in writing within two (2) weeks of the order and immediately in the case of changes. This is necessary for us to comply with applicable national and international customs and foreign trade laws regarding export, import, and re-export, particularly:

- All applicable export list numbers, including the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List;
- The statistical goods number according to the current goods classification in foreign trade statistics and the HS (Harmonized System) code;
- Country of origin (non-preferential origin) and, if required by the client, supplier declarations regarding preferential origin (for European suppliers), or preference certificates (such as movement certificates, origin declarations) (for non-European suppliers).
- According to the 8th sanctions package against Russia, it is prohibited to purchase certain steel products from third countries or to import them into the EU if certain pre-products of iron and steel of Russian origin were used in their processing. The 11th sanctions package has now expanded these regulations and contains information on proof requirements that will be necessary in the future to import affected products from third countries into the EU.
- The ban applies if a pre-product listed in Annex XVII of the regulation (see EU Regulation 833/2014) with Russian origin was used in the production of an end product listed in Annex XVII or is contained therein. This is applicable regardless of whether processing the pre-product establishes a new origin. The regulations come into force on 30.09.2023. For products

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manufactured using billets with the KN code 720711 of Russian origin, the ban applies from 01.04.2024. For products manufactured using slabs of the KN codes 72071210 and 722490 of Russian origin, the ban applies from 01.10.2024.

- We refer to the Official Journal available here: <https://eur-lex.europa.eu/legal-content/DE/TXT/PDF/?uri=OJ:L:2023:1591>
- For import purposes, acceptance test certificates ("Mill Test Certificates") are expected as sufficient proof.

The supplier commits to providing only semi-finished products without Russian or Belarusian origin (e.g., slabs, billets, bolts, etc.). The contract is considered fulfilled only when the origins of the supplied semi-finished products have been confirmed. The supplier must provide either separate test certificates for the raw material or include them in the acceptance test certificate 3.1 as required by law.

7.2 The seller is obliged to compensate for any damages resulting from a breach of obligations under clause 7.1, unless they are not responsible for the damage.

## 8. Warranty / Liability

8.1 For our rights regarding material and legal defects of the goods (including incorrect and short deliveries, improper assembly, defective assembly, operational or user instructions) and in cases of other breaches of duty by the seller, the statutory provisions apply unless otherwise specified below.

8.2 According to the statutory provisions, the seller is particularly liable to ensure that the goods, upon transfer of risk to us, possess the agreed quality, are suitable for contractual use, and have a quality expected for goods of the same type. Instructions must be included. The agreed quality includes any product descriptions that are – particularly by designation or reference in our order – part of the respective contract or are incorporated into the contract in the same way as these purchasing conditions. It makes no difference whether the product description originates from us, the seller, or the manufacturer.

8.3 Deviating from § 442 para. 1 sentence 2 of the German Civil Code (BGB), our warranty claims remain valid even if the defect was unknown to us due to gross negligence at the time of the contract conclusion.

8.4 The statutory provisions (§§ 377, 381 HGB) for the commercial obligation to examine and give notice of defects apply with the following stipulation: Our obligation to examine is limited to defects that are apparent in our incoming goods inspection through an external inspection, including the delivery documents (e.g., transport damage, incorrect or short delivery), or detectable during our quality control

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by sampling. If acceptance is agreed upon, there is no obligation to inspect. Otherwise, the extent to which an inspection is feasible according to proper business practice depends on the circumstances of the individual case. Our obligation to give notice of defects for defects discovered later remains unaffected. Regardless of our obligation to inspect, our complaint (notice of defect) shall be deemed prompt and timely if it is sent within five (5) working days of discovery or, in the case of obvious defects, from delivery.

8.5 Non-fulfillment also includes the removal of the defective goods and reinstallation, provided that the goods have been incorporated into another item according to their nature and intended purpose. Our legal claim to reimbursement of related expenses remains unaffected. The seller bears the expenses necessary for examination and non-fulfillment, even if it is determined that there was no defect. Our liability for damages in the event of an unjustified demand for defect rectification remains unaffected; we are only liable if we recognized or negligently failed to recognize that there was no defect.

8.6 Without prejudice to our statutory rights and the provisions in clause 8.5, the following applies: If the supplier does not fulfill their obligation to rectify the defect – at our discretion, by eliminating the defect (repair) or delivering a defect-free item (replacement delivery) – within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses from the supplier or a corresponding advance payment.

If the seller's fulfillment fails or is unacceptable for us (e.g., due to particular urgency, risk to operational safety, or the impending occurrence of disproportionate damage), no deadline is required; we will notify the supplier of such circumstances promptly, if possible in advance.

8.7 Furthermore, in the case of a material or legal defect, we are entitled to reduce the purchase price or withdraw from the contract under the statutory provisions. Additionally, we have a claim for damages and reimbursement of expenses in accordance with statutory provisions.

## 9. REACH, CBAM

The supplier guarantees that their deliveries comply with Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorisation, and Restriction of Chemicals (REACH Regulation). Substances contained in the supplier's products are, where required by REACH, pre-registered or registered after the transition periods, unless exempt from registration. The supplier provides safety data sheets or the information required under Article 32 of the REACH Regulation. Upon request, the supplier also provides us with the information required under Article 33 of the REACH Regulation. Suppliers commit to delivering the registration number to us following registration or, at the latest, with order confirmation, provided they have appointed an Only Representative (Article 8 of REACH) whose registration covers the agreed delivery.

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If an Only Representative has completed a pre-registration or registration that covers the delivery, the seller will include a corresponding certificate with the delivery.

The Only Representative must be based in the EU, with their address in the European Union clearly specified. Should the supplier violate any of the above obligations, we reserve the right to cancel the corresponding order and refuse acceptance of the delivery without incurring any costs.

### **REACH / CBAM / EU Law**

Suppliers affected by the statutory reporting obligation regarding CBAM (Carbon Border Adjustment Mechanism) are required to provide all relevant information and certificates.

## **10. Sustainability Requirements**

The supplier commits to adhering to the SAUTER METALL Supplier Code of Conduct. Suppliers affected by the statutory reporting obligation regarding CBAM (Carbon Border Adjustment Mechanism) must provide all relevant information and certificates.

## **11. Technical Data and Protective Regulations**

The supplier is required to comply with recognized technical standards, the agreed technical specifications, and the applicable legal and regulatory protective requirements in Germany (e.g., the Equipment Safety Law) for their deliveries.

## **12. Sanctions in Accordance with Regulation (EU) No. 833/2014 Against Russia and Belarus; Government Sanctions Against Countries and Individuals**

The supplier undertakes to ensure that aluminum, non-ferrous metals, steel, and iron products imported by them (including transportation and delivery) are not subject to restrictions imposed by the EU, the Federal Republic of Germany, or the United States of America. We expect our suppliers to strictly and comprehensively comply with the applicable sanctions against Russia and Belarus, against individuals, or against other states, and to ensure compliance with these requirements.

## **13. Supplier Recourse, Product Liability, Recall**

13.1 Our statutory recourse claims within a supply chain (supplier recourse in accordance with §§ 445a, 445b, 478 of the German Civil Code) apply to us without limitation in addition to our defect claims. In particular, we are entitled to demand from the supplier exactly the type of subsequent performance (remedy or replacement delivery) that we owe to our customer in a specific case. This does not restrict our statutory right of choice (§ 439 para. 1 BGB).

13.2 Before we recognize or fulfill any defect claims asserted by our customer (including reimbursement of expenses in accordance with §§ 445a para. 1, 439 paras. 2 and 3 BGB), we will notify the supplier, briefly outline the facts, and request a written response. If no substantiated response is provided within a reasonable period and if no mutually agreeable solution is achieved, the

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defect claim granted by us to our customer is considered owed. The supplier bears the burden of proof in this case.

13.3 Our claims from supplier recourse also apply if the defective goods have been further processed by us or by another business entity, e.g., through incorporation into another product.

13.4 If we are held liable under statutory product liability, the supplier is obligated to indemnify us against such claims, insofar as the damage was caused by a defect in the contractual product delivered by the supplier. In cases of fault-based liability, this applies only if the supplier is at fault. The indemnity obligation does not apply if the claim is based on gross negligence or intentional breach of duty on our part. If the cause of damage lies within the supplier's responsibility, they bear the burden of proof. In these cases, the supplier assumes all costs and expenses, including any legal costs or costs associated with a recall. Otherwise, the statutory provisions apply, and any further claims for damages remain unaffected. The supplier is required to maintain product liability insurance with a sufficient minimum coverage of > €5 million per personal injury or property damage at all times.

#### **14. Quality, Environment, Corporate Social Responsibility**

14.1 The supplier is obligated to comply with the technical specifications required by us for their deliveries, the applicable accident prevention and VDE (Association of German Electrical Engineers) regulations, relevant legal requirements, and the latest recognized technical standards.

14.2 The supplier shall conduct a quality inspection suitable in type and scope to ensure the quality of their deliveries.

14.3 The measurements, quantities, and quality determined during our incoming goods inspection and quality control are decisive.

14.4 The supplier waives the right to claim delayed notice of defects and unconditional acceptance.

14.5 The supplier is obligated to comply with laws, regulations, and guidelines related to employee health and safety, environmental protection, the transportation of hazardous goods, and fire protection, including those issued by professional associations and the Property Insurers Association, insofar as they are relevant to the execution of the work. The supplier must ensure that all personnel employed by them act in an environmentally friendly manner and are conscious of energy, safety, and fire protection.

14.6 The supplier takes on social and economic responsibility for sustainable business practices and the security of the supply chain. They commit to upholding human rights, observing relevant labor standards, and prohibiting discrimination, forced labor, and child labor in the production and delivery of products and the provision of services. Furthermore, the supplier commits not to tolerate or engage in any form of corruption or bribery.

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14.7 The supplier agrees to comply with the statutory provisions of the German Supply Chain Act. They will promote and enforce compliance with these provisions and the preceding paragraphs to the best of their ability, even if they are not directly subject to the relevant regulations.

## 15. Statute of Limitations

15.1 The mutual claims of the contracting parties are subject to the statutory limitations unless otherwise specified below.

15.2 Contrary to § 438 para. 1 no. 3 BGB (German Civil Code), the general statute of limitations for defect claims is three years from the transfer of risk. If acceptance is agreed upon, the statute of limitations begins upon acceptance. The three-year limitation period also applies to claims for legal defects, whereby the statutory limitation period for third-party claims for restitution (§ 438 para. 1 no. 1 BGB) remains unaffected; claims for legal defects do not expire as long as the third party can assert rights against us, especially if they are not subject to limitation.

15.3 The limitation periods of sales law, including the above extension, apply – within the statutory scope – to all contractual defect claims. If we are entitled to extra-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the limitation periods of sales law leads to a longer limitation period in individual cases.

## 16. Choice of Law, Jurisdiction, Place of Performance; Data Protection

16.1 Unless otherwise agreed, the place of performance for delivery is the specified delivery address. The place of jurisdiction is the location of our company headquarters.

16.2 We may also bring legal action against the supplier at their place of jurisdiction as well as the place of jurisdiction of our registered branch with which the contract was concluded.

16.3 For all legal relationships between us and the supplier, only the applicable German law for domestic parties' relationships shall apply in addition to these terms, excluding foreign law. The provisions of the United Nations Convention of April 11, 1980, on Contracts for the International Sale of Goods (CISG) are excluded.

16.4 The data of our suppliers are stored and processed by us in accordance with the provisions of the General Data Protection Regulation (GDPR).

## 17. Manufacturing Means, Production Documents, Tools, Samples

Models, test devices, tools, special equipment, molds, samples, drafts, drawings and plans, projects, profile drawings, and other manufacturing means or documents provided to the supplier or created by

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us remain our property and may not be used by the supplier for any purpose other than executing the order, reproduced, or made available to third parties. If the aforementioned manufacturing means or documents are produced on our behalf by the supplier or obtained by the supplier from third parties and we provide compensation for them, ownership is transferred to us upon full payment.

If the supplier retains possession of the manufacturing means or documents, they are lent to the supplier. All documents in our ownership must be returned to us without request upon completion of the order. The supplier is independently responsible for verifying the usability of the manufacturing documents and means we provide. This also applies to items provided to the supplier for contract-based processing. The supplier is liable for damages, deterioration, loss, or misplacement of manufacturing means or documents under statutory provisions.

The supplier must clearly mark all manufacturing means and documents owned by us as our property.

For non-standard equipment, apparatus, machine parts, and tools subject to wear, the supplier shall provide free drawings and possibly overview drawings. This grants us the right to use these documents to manufacture spare parts, make modifications to delivered items, or similar, either by ourselves or through third parties.

Tools manufactured or procured by the supplier for the production of profiles and parts, and which were paid for by SAUTER METALL, whether partially or fully, may not be destroyed without separate, written consent from SAUTER METALL.

If destruction occurs without this consent, the supplier bears any resulting damages, such as the cost of remanufacturing a tool, delivery delays, and consequential damages.

## 18. Severability Clause

If individual provisions of the contract and/or these General Terms and Conditions of Purchase are wholly or partially invalid or unenforceable or later lose their validity or enforceability, the validity of the remaining provisions shall not be affected. The parties commit to replacing the invalid or unenforceable provision with a regulation that comes as close as possible to the economic intent. This also applies if the contract contains a gap.

These Terms and Conditions of Purchase are available in both German and English. In case of discrepancies or ambiguities, only the German version shall prevail.

(Effective: Rev. 01.01.2024)

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