

General Terms and Conditions of Sale for Deliveries and Services of KME Service Centre Slovakia s.r.o.

(May 2024)

1. General

These General Terms and Conditions of Sale (the "Conditions") apply exclusively and only vis-à-vis enterprises within the meaning of Section 261 of the Act no. 513/1991 Coll., the Commercial Code, as amended (Slovak Commercial Code) to all tenders and quotations made and all orders and contracts for the sale of goods ("Goods") or the provision of services accepted by us.

2. Content of contract

2.1 We supply Goods and provide services in accordance with our written confirmation of order and the Conditions. The following regulations do apply accordingly even for other services. For the purposes of the contract, the person specified as the purchaser or pursuant to our written confirmation of order shall be the "Purchaser".

2.2 Contrary contractual conditions of the Purchaser or contractual conditions of the Purchaser which deviate from the Conditions shall only become binding on us if we expressly agree upon them in writing. These Conditions are deemed to be accepted without reservation at the time of the acceptance of the contract offer by the Purchaser.

2.3 The contract of delivery shall apply even if individual provisions are not effective. The Purchaser cannot assign rights ensuing from the contract. These Conditions also apply for all future business transactions with the Purchaser provided such transactions are of a related nature.

3. Price and payment

3.1 Offers are non-binding. All orders are subject to our written acceptance which must be signed by a duly authorised representative. Our prices are based on the costs stated in the order confirmation and are stated net and exclusive of any value added tax and other expenditures statutory in the Purchaser's country. These costs are to be paid by the Purchaser unless an agreement is made to the contrary. Appropriate price adjustments can be made in the case of significant changes in our processing costs. Metal price fixations cannot be adjusted retrospectively. Specification of the metal price fixation has to be effected at short notice. Acceptance of the Goods has to be effected within 3 months after the fixing date stated in the metal price fixation unless agreed upon to the contrary. Should the Goods not be accepted within this period, we are entitled as from the due date, to claim compensation for the remaining quantity, to hold the quantity not delivered at our disposal and to invoice with price adjustment for prompt payment. The term of payment, the determination of the relevant processing and material price, the treatment of the packaging and the freight charges shall be governed in accordance with our price lists valid at the time, which are therefore an integral part of these Conditions.

3.2 We reserve the right to adjust our prices on at our reasonable discretion by reference to the increase, which is not attributable to us, of external costs, which we can demonstrate have an impact for our price calculation. A price increase will be made if, for example, there is an increase of costs based on purchase of raw material (e.g. transport or packaging), the purchase of energy (e.g. power or gas), regulations by public authorities (e.g. taxes, environmental fees, market regulations like minimum prices) or Force Majeure (e.g. pandemics, war, riots, strikes), which leads to a change in our cost situation. Increases in these external cost parameters will be used in an appropriate range, taking into account the specific relation between service and consideration as well as the interests of the Purchaser. The Purchaser shall be entitled to prove that the increase, calculated by us, is smaller due to less increases in the external cost parameters.

3.3 In case of an increase in customs fees the respective price will be increased accordingly by the same amount, unless the Purchaser proves that the increase should be smaller.

3.4 Payment of the purchase price is to be made exclusively to one of our bank accounts. Unless an agreement is made to the contrary, the purchase price is to be settled immediately after delivery of the Goods.

3.5 Discount is only granted in case of an express written agreement. Payment has to be made to one of our bank accounts.

3.6 All amounts due to us shall be paid in full by the Purchaser without any set-off, counterclaim, deduction or withholding.

4. Delay in payment and credit expiry

4.1 The Purchaser comes into arrears without any reminder having to be sent if he does not pay in accordance with the agreement. In the case of delay in payment the entire amount owing by the Purchaser to us shall become due immediately. In such case, the Purchaser is not permitted to sell Goods, which remain in our ownership or co-ownership as a result of late payment.

4.2 In case the Purchaser is in default, we are entitled to charge default interest on the amounts outstanding – as from the due date of payment – at an annual rate of 9 percent above the basic interest rate of European Central Bank until the actual payment date. Assertion of claims for damages exceeding the default interest shall remain unaffected.

4.3 The Purchaser grants us a right of lien on the material left with us for execution of the contract and claims arising in lieu thereof as security with respect to all present and future claims arising from the business relationship with him. If the Purchaser should come

into arrears or his credit should expire, we shall be entitled to sell the pledged material privately at the price rate on the exchange (as quoted on the London Metal Exchange), or, in the case of the price not being quoted, at the average German market price on the day of coming into arrears of payment or the credit expiring.

5. Rights of set-off and retention

The Purchaser only has the right to set-off if his counter claims are legally ascertained or undisputed. In order to exercise a right of retention, the Purchaser is only authorized to do so providing his counter-claim ensues from the same contractual relationship.

6. Obligation to deliver

6.1 After expiry of the period for acceptance of delivery, we are no longer obliged to deliver the Goods. Part deliveries of the Goods by us are permissible.

6.2 Our delivery obligation is subject to proper and timely delivery from our suppliers, unless the improper or delayed delivery is the result of our fault.

6.3 We may withdraw from the contract, demand payment in advance or make our delivery dependent on the provision of securities if, after entering into the contract, circumstances become known to us which justify doubt in the credit worthiness of the Purchaser. These rights exist in particular when due claims are not settled immediately despite a reminder.

6.4 Fulfilment of the contract on the part of us is subject to the nonexistence of hindrances in execution due to national or international provisions of foreign trade law and to the non-existence of embargos as well as no embargos and/or other sanctions which might be an impediment.

7. Delivery period

7.1 Delivery periods or dates only show the approximate time of delivery ex works or warehouse.

7.2 We shall be under no liability for any loss or damage to the Purchaser or others arising either directly or indirectly out of the late dispatch or delivery, whether due to our default or not, nor shall such late dispatch or delivery be deemed to be a breach, nor entitle the Purchaser to cancel any agreement.

7.3 Commencement of the delivery period indicated by us assumes clarification of all technical questions as well as the punctual and correct fulfillment of the obligations of the Purchaser. Defense of lack of performance of the contract remains applicable. If the Purchaser comes into delay with its acceptance of delivery or negligently violates other obligations of co-operation, then we shall be entitled to demand compensation for any damages which might arise for us, including any extra expenses we incur. We also reserve the right to enforce further claims. In so far as circumstances as described above exist, the risk of the accidental loss or of an accidental deterioration of the item of sale is transferred to the Purchaser at the time when the latter comes into default concerning acceptance of delivery or payment.

7.4 If a binding delivery period is agreed upon, this period will be extended by an appropriate and reasonable time in the case of force majeure.

7.5 We only get into delay if delivery is not effected within a reasonable period of grace after a written reminder being issued by the Purchaser. A further pre-requisite is that the Purchaser itself is not in delay with its obligation under such agreement.

8. Place of fulfilment and transfer of risk and force majeure

8.1 Place of fulfillment for the delivery is the location of our supplying plant in question. Place of fulfillment for the payment is our business domicile.

8.2 All risks are transferred to the Purchaser at the latest when the Goods leave the supplying plant, or are notified as ready for collection or shipping.

8.3 Force majeure is to be considered as such circumstances and incidents which it is impossible to prevent with the due care and caution of due and proper business management. Force majeure of any kind, loss of production, operational interruptions or stoppages of traffic, fire damage, flooding, lack of labour, power, raw and process materials, strikes, lockouts, obstructions in shipments, official decrees or other obstructions which are not our responsibility and which delay, reduce or render unacceptable the production, dispatch, acceptance or consumption shall discharge us from the obligation for effecting deliveries or acceptance for the duration and the scope of the obstruction. If the delivery and/or acceptance is extended by more than eight weeks as a result of the disturbance, we are entitled to withdraw. In the event of partial or complete loss of our procurement sources, we shall not be obliged to obtain cover from outside suppliers. In such cases, we shall be entitled to distribute the available quantities of Goods taking account of own requirements. No further claims exist for the Purchaser.

9. Packaging material

Providing nothing has been agreed to the contrary, we only take back packaging material in cases when we are obliged to do so as a result of any law regarding packaging.

10. Guarantee against defects and notice of defects

- 10.1** Guarantee rights of the Purchaser assume that the latter has correctly fulfilled the obligation to examine the provided Goods for any defects and/ or deviations in quality and / or quantity, immediately after receiving them, and to make a complaint in respect of a defect immediately on receipt of the Goods. Should complaints arise despite the greatest of attention, obvious defects are to be put forward immediately, at the latest 14 days after receipt of the Goods, concealed defects immediately after they have been discovered, otherwise the Goods shall be considered as approved.
- 10.2** Claims concerning defects in the quality expire in 12 months after delivery of the Goods supplied by us has taken place to our Purchaser. There is no guarantee in the case of used Goods. We have to give our consent before Goods are returned to us.
- 10.3** If, despite all the care applied by us, a defect is discovered in the delivered Goods, which was already present at the point in time of the transfer of risk, we shall either repair the Goods or supply a replacement at our own choice, provided the complaint was made in time. We are always to be given the opportunity of supplementary performance.
- 10.4** If the supplementary performance is not successful, the Purchaser – regardless of any claims to damages – can withdraw from the contract or reduce the remuneration. The Purchaser cannot claim for reimbursement of any expenses or loss of profit.
- 10.5** All claims based on defects assume that the defect was communicated to us directly after it was ascertained and a sample of the Goods complained about was made available to us. Claims based on defects do not arise in the case of only insignificant deviations from the agreed quality, in the case of only insignificant restriction of use, in the case of natural wear and tear as well as of damages which occur after the transfer of risk as a consequence of incorrect or negligent treatment, excess use, unsuitable equipment, faulty construction work, unsuitable building ground, or due to special external influences which are not provided for in the contract. If the Purchaser or a third party undertakes incorrect maintenance work or alterations, equally no claims based on defects can be enforced for these and the consequences ensuing from this.
- 10.6** Claims by the Purchaser on account of expenses necessarily incurred in connection with the subsequent improvement, in particular transport costs, tolls, labour and material costs, are excluded in so far as the expenses are increased because the Goods supplied by us were subsequently brought to a location other than the delivery address of the Purchaser, unless this removal of the Goods was in compliance with the use for which they were intended.
- 10.7** Recourse claims of the Purchaser against us only arise in so far as the Purchaser has not made any agreements with its customer exceeding the relevant statutory defect liability rules. Concerning the extent of the Purchaser's recourse claim against us clause 10.6 and clause 12 shall furthermore apply accordingly.
- 10.8** More extensive claims or claims other than those of the nature provided for here in clause 10 of the Purchaser against us and our vicarious agents on account of a material defect are excluded.
- 10.9** For other claims for compensation due to defects and additional expenses of the Purchaser the provisions of clause 12 shall furthermore apply.

11. Industrial property rights, copyrights; defects of title

- 11.1** Providing nothing else is agreed, we are only obliged to bring the delivery to the country in which the place of delivery is located free of industrial property rights and copyrights (hereinafter referred to as "Property Rights") of third parties. Should a third party bring justified claims against the Purchaser on account of violation of Property Rights by deliveries made by us and used in accordance with the contract, we are liable vis à vis the Purchaser within the period stipulated above in clause 10.2 as follows:
- We shall, according to our own choice and at our expense, either obtain a right of use and enjoyment for the violated property rights due to the deliveries in question, or change the deliveries in such a way that the property right is not violated, or make an exchange. If it is not possible for us to do this according to reasonable conditions, the Purchaser shall be entitled to enforce the statutory rights of withdrawal or reduction of remuneration. The Purchaser cannot claim for reimbursement of expenses or loss of profit.
 - The provisions of clause 12 shall apply with regard to any claims for compensation.
 - Our above-mentioned obligations only exist providing the Purchaser has informed us immediately in writing about the claims being enforced by the third party, and we are entitled to take all defensive measures and conduct settlement negotiations. If the Purchaser stops use of the delivery for reasons of reducing the damages or other important reasons, he is obliged to point out to the third party that ceasing to use the Goods is in no way linked to recognition of a violation of Property Rights.
- 11.2** Claims by the Purchaser are excluded insofar as he has to represent that there has been a violation of Property Rights.
- 11.3** Claims by the Purchaser are furthermore excluded in so far as the violation of Property Rights has been caused by special instructions of the Purchaser, by an application which could not have been foreseen by us or as a result of the fact that the Goods supplied were changed by the Purchaser or used together with Goods not supplied by us.
- 11.4** In the case of violations of property rights, the provisions of clauses 10.3 and 10.7 furthermore apply accordingly with regard to claims of the Purchaser as provided for in clause 11.1 a.
- 11.5** In the case of the presence of other defects of title the provisions of clause 10 shall apply accordingly.
- 11.6** Claims which are more extensive or different from those provided for in this clause 11 by the Purchaser against us and our vicarious agents on account of a defect in title are excluded.

12. Other claims or damages

121 In the case of a pre-contractual, contractual and / or non- contractual violation of duty, also in the case of a defective delivery, tortious act and producer's liability, we are liable concerning compensation for damages and compensation for expenses – subject to further contractual or statutory liability requirements – only in the case of intent, gross negligence. In the case of violation of an essential contractual duty (contractual duty, the violation of which endangers the fulfillment of the contractual purpose), we shall remain liable for minor negligence. However, our liability – except in the case of intent and gross negligence – is limited to the damages typical to the contract which were reasonably foreseeable at the time the contract was concluded. It is not permissible for the Purchaser to enforce futile expenses or loss of profit.

122 Under no circumstances and for no legal reasons whatsoever the Parties will be liable to each other for any consequential, indirect, punitive and special damages or losses – as far as legally possible.

123 Apart from a violation of essential contractual duties, liability for minor negligence is excluded.

124 The exclusions and restrictions of liability contained in the provisions of clauses 12.1 to 12.3 do not apply if the applicable law provides otherwise.

13. Inspection and acceptance of Goods

An agreed acceptance of Goods under special test conditions is to be carried out in our works. The costs of the acceptance orders are to be borne by the Purchaser. If the Purchaser omits this test the Goods shall be considered as supplied in accordance with the contract when they leave our works.

14. Binding nature of drawings, illustrations, dimensions and weights

Drawings, illustrations, dimensions and weights are only approximate indications unless they have been expressly described as being binding. Deviations of up to 10 % are possible in weight, no. of pieces or dimensions, providing DIN/EN norms are not an obstacle to this. Supplies of Goods are subject to deviations in diameter, weight or structure as a result of the raw material or production: overlengths or underlengths as customary in the trade are permissible. The Purchaser has to vouch for the fact that drawings for execution of the order submitted by him do not impede the property rights of third parties. He is to keep us free of damages in the case of recourse claims.

15. Documentation submitted

We retain Property Rights as well as copyrights concerning all the documentation submitted to the Purchaser in connection with the placing of the order, e.g. calculations, drawings etc. This documentation must not be made available to third parties unless we give the Purchaser our express written agreement on this subject. If we do not accept the offer of the Purchaser this documentation is to be returned to us immediately.

16. Quality of the Goods, technical advice, use and processing

161 Information on the scope of supply, measurements, weight, materials, looks and performance serve as descriptions of the delivery item and are no guarantee of the Goods' quality and durability. A guarantee has to be provided explicitly by us and in writing in order to become legally effective. If, at the time of passing of risk, the Goods are lacking a characteristic for which the guarantee was provided, the rights of the Purchaser shall be in strict accordance with the mandatory legal provisions. Under no circumstances can a characteristic be guaranteed, if it is not identified before mixing or joined with other substances or objects. Public statements, sales pitches and advertisements do not represent a quality description of our products and shall not in any case be considered as a guarantee provided by us.

162 Our written or verbal advice or trials with regard to application are carried out to the best of our knowledge, nevertheless they are to be considered as non-binding information only, also with regard to possible Property Rights of third parties; this information does not release the Purchaser from verifying and testing the products delivered by us on his own behalf in order to ascertain their suitability for the envisaged processes and purposes. The application, use and processing of our products takes place outside the sphere of our control, and is therefore exclusively the responsibility of the Purchaser.

17. Rights to tools

By paying a portion of the cost of the tools, the Purchaser does not acquire any rights to the tools.

18. Retention of title

181 Title to the Goods shall not pass to the Purchaser until complete payment of all our claims has been made by the Purchaser and the Goods remain our property.

182 The Purchaser is obliged, as long as ownership has not yet been transferred to him, to store the Goods separately and treat them with great care. The Purchaser is entitled to process and to sell the Goods provided that the Purchaser is not in default, insolvency or restructuring proceedings against the Purchaser's assets have not been initiated. In so far as the Goods are further processed by the

Purchaser, we acquire the ownership of the interim or final products. The working and processing or reforming of the Goods of purchase is undertaken for us by the Purchaser without any obligations arising from this. The processor is only the safekeeper. If the Goods under retention of title are combined, inseparably commingled or processed together with other objects which do not belong to us, we acquire co-ownership of the new item in the proportion of the value of the Goods under retention of title to the value of the other goods at the time of processing, commingling, or combination thereof.

183 In case of processing or altering of material, that has been provided to us by the Purchaser, the Purchaser and we shall be entitled to co-ownership in the products so manufactured, to extent that our materials are not to be regarded as the dominating part of the product. The portion of co-ownership shall be calculated by the proportion of the final invoice amount pertaining of the manufactured products, as compared to the purchase price for the provided materials at the time of processing or alteration.

184 The Goods may only be sold in the context of customary and correct business transactions and only providing that claims ensuing from selling on have not previously been assigned to third parties. The claims ensuing from the selling on which are due to the Purchaser are considered to be assigned to us on conclusion of the contract of sale, also in cases where our goods are combined or processed with other objects. In this case the assigned claims serve as our security only to the amount of the value of the Goods under retention of title in each case. The Purchaser is entitled to collect the debts himself as long as he has not received any orders from us. He has to transfer the money he has collected to us immediately in so far as our claims are due. The Purchaser, however, is obliged on request to surrender the third debtor to us and to notify him of this assignment. Our authority to collect the claim ourselves remains unaffected by this. We shall, however not collect the claim providing the Purchaser fulfils his obligations to pay from the proceeds collected, is not in default of payment and, in particular, no application has been made to instigate bankruptcy proceedings and no suspension of payments exists.

185 Pledges or transfers of the security over the Goods under retention of title and the assigned claims are not permissible. The Purchaser is to inform us immediately in writing about any access by third parties to the Goods delivered under retention of title or to the assigned claims. In so far as the third party is not in the position to reimburse us the costs of proceedings, the Purchaser is liable to us for the loss. We commit ourselves to release the assigned claims according to our choice, providing they exceed our claims requiring security by more than 20% and they are based on supplies, which have been fully paid for.

186 In the case of violations of duty by the Purchaser, in particular in the case of default in payment, we are entitled to withdraw and reclaim the Goods under the retention of title and the Purchaser is obliged to surrender possession of the Goods. The reclamation or enforcing of the retention of title does not require any withdrawal on our part.; these actions or a pledging of the Goods under retention of title by us do not constitute a cancellation of contract unless we had expressly declared this.

187 If, in the case of sales abroad, the right of retention of title agreed in this clause 18 is not permissible with the same effect as in Slovak law, the Goods shall remain our property until the payment of all claims ensuing from the contractual relationship relating to the sale of Goods. If this right of retention of title is also not permissible with the same effect as in Slovak law, it is, however, allowed to reserve other rights to the Goods, and we are therefore authorized to exercise all these rights. The Purchaser is obliged to cooperate in measures which we want to enforce in order to protect our ownership or want to have another right to the Goods in lieu of this.

19. Notes concerning electronic business transactions

If, for the purpose of concluding a contract concerning the supply of Goods or concerning the provision of services, we use the services of a tele or media service in accordance with the applicable law, the Purchaser dispenses a) with the provision and explanation of a system with the help of which he can recognize and correct entry mistakes prior to submitting his order and b) with information regarding (i) the steps to be implemented prior to concluding the contract, (ii) the storing of the contract text after concluding the contract and accessibility for the Purchaser (iii) the languages available for concluding the contract.

20. Data protection

For the purposes of the contractual relation, the processing of personal data will be carried out in compliance with current legislation on personal data protection and, specifically, with the provisions of General Data Protection Regulation (EU) 2016/679 and subsequent modifications and additions, as well as any other regulatory provisions applicable to the processing in question.

21. Applicable law and place of jurisdiction

21.1 On all legal relationships ensuing from the sale, the material law of the Slovak Republic shall apply, excluding (i) its conflict of law provisions and (ii) the regulations of the UN Sales Convention on Contracts for the International Sale of Goods.

21.2 Place of jurisdiction for both parties is our place of domicile. If we are appearing as plaintiff, we are also entitled to bring action at the place of domicile of the Purchaser.