

# General Terms of Supply of ALANOD GmbH & Co. KG

## 1. Scope

1.1 These General Terms and Conditions of Supply (hereinafter referred to as **"Terms and Conditions"**) apply to the contractual relationship between ALANOD GmbH & Co. KG mit Sitz Egerstraße 12, 58256 Ennepetal (**"ALANOD"**) and its customers (**"Customers"**) with respect to the sale and purchase of ALANOD products (**"Products"**).

1.2 Unless agreed otherwise in writing, these Terms and Conditions shall apply exclusively; clauses contradicting or deviating from these Terms and Conditions brought forward by the Customer are excluded as part of the contract.

## 2. Offers and Ordering Terms

2.1 Information on Products in offers, product catalogues or product data sheets of ALANOD are only approximate, unless the usability for the contractually intended purpose requires an exact match. They are not guaranteed product characteristics, but merely product descriptions. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements are permissible, provided that they do not impair usability for the contractually intended purpose.

2.2 Unless expressly stated otherwise by ALANOD, all offers for the supply of Products issued by ALANOD to the Customer shall be non-binding.

2.3 Customer orders for the supply of Products shall only be binding on ALANOD if accepted by ALANOD in writing. The acceptance of such customer orders shall be at ALANOD's discretion.

## 3. Scope of Supply and Terms of Delivery

3.1 ALANOD uses various technologies in the manufacture of its Products, including in particular the production of strip metals and plastic roll goods, anodising, the coating of metal surfaces in a high vacuum (PVD coating technology) through to the double-sided (coil-to-coil) coating of metal surfaces. ALANOD provides its supplies of Products exclusively within the scope of the technical possibilities of the production processes used at ALANOD with the following restrictions:

(a) Due to ALANOD's manufacturing processes, there may be streaks, rolling marks, regular rolling structures, inclusions, abrasion points, scuff marks, colour deviations due to different viewing angles, as well as kinks and folds at the start and end of the coils of the products supplied by ALANOD.

(b) Due to various factors, in particular, the nature of the coils and their throughput speed in ALANOD's production facilities, there may be deviations in the weight and/or quantity of the Products of up to 10% compared to the weights and quantities stated in ALANOD's offers.

(c) When carrying out contract anodising or contract coating, there may be deviations in the quantity of Products of up to 5% compared to the weights and quantities stated in ALANOD's offers, in particular due to the nature of the materials to be finished and their throughput speed in ALANOD's production facilities. The aforementioned deviations are due to technical reasons and do not entitle the Customer to make complaints or to reduce the agreed remuneration.

3.2 Unless otherwise expressly agreed between the parties, all Products will be delivered by ALANOD to the Customer "FCA" ALANOD's manufacturing site to the destination specified in ALANOD's offer or order confirmation in accordance with Incoterms as amended from time to time.

3.3 Delivery dates and periods for the delivery of Products shall not be binding on ALANOD unless expressly confirmed as binding by ALANOD in writing. The delivery periods for the Products stated in ALANOD's offers are only estimates, unless a fixed period or date has been expressly promised in the offer.

3.4 Without prejudice to any other rights under the laws governing the contract, ALANOD reserves the right to suspend delivery of Products if the Customer fails to fulfil its contractual obligations to ALANOD.

3.5 ALANOD shall be entitled to make partial deliveries, insofar as these are reasonable for the Customer, in particular if the partial delivery can be used by the Customer within for the contractual purpose, the delivery of the remaining quantity of the ordered Products is ensured and the Customer does not incur any significant additional costs as a result of the partial delivery.

3.6 ALANOD shall not be liable for failure or delay in delivery of Products if this is caused by an event of force majeure or other events unforeseeable at the time of conclusion of the contract. These may include, for example, operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful

lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the failure of suppliers to deliver, to deliver correctly or to deliver on time, despite ALANOD's having concluded a contract to be supplied for the agreed Customer transaction. If such events make it significantly more difficult or impossible for ALANOD to fulfil the contract with the Customer and the impediment is not only of a temporary nature, ALANOD shall be entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery periods for the delivery of Products shall be extended. If in such cases the Customer cannot reasonably be expected to accept the extended delivery period, the Customer may withdraw from the contract by written notice to ALANOD.

3.7 If ALANOD is in default with the delivery of Products for reasons for which ALANOD is responsible, ALANOD's liability for damages shall be governed by clause 7 below.

3.8 The packaging of Products shall be at ALANOD's discretion and shall be charged separately. ALANOD shall be under no obligation to take back product packaging unless ALANOD has expressly reserved title to the packaging in the offer on which the order is based or in the order confirmation. In this case, the packaging shall only be made available to the customer on loan and the customer shall be obliged to return it to ALANOD within three months of delivery. If the packaging is lost after handover to the customer (for whatever reason, except for reasons for which ALANOD is responsible, or if it is not returned within the three-month period despite a reminder from ALANOD, ALANOD shall be entitled to invoice the Customer for the full purchase value of the packaging.

## 4. Prices and Payment Terms

4.1 Unless otherwise agreed in writing between ALANOD and the Customer, all prices for Products shall be calculated "FCA" manufacturing site ALANOD in accordance with Incoterms as amended from time to time. The prices shall be exclusive of statutory value added tax; they shall be quoted and invoiced in Euros.

4.2 ALANOD shall be entitled to adjust the agreed price at its reasonable discretion if, after the conclusion of the contract, unforeseeable circumstances beyond ALANOD's control arise that lead to a substantial increase in manufacturing, procurement, or delivery costs. This applies in particular in the event of significant increases in material, energy, labor, or transportation costs, as well as in cases of force majeure or governmental interventions. Any price adjustment shall be communicated to the customer in due time and shall be limited to the extent of the actual cost increase.

4.3 Unless otherwise agreed in writing between ALANOD and the Customer, payments shall be made by the Customer net (without deduction) within 30 days of delivery and receipt of ALANOD's invoice.

4.4 The Customer is not entitled to set off claims of ALANOD or to exercise a right of retention due to counterclaims of the Customer, unless the respective counterclaim of the Customer is accepted by ALANOD or evidenced by final court decision.

## 5. Security Interests

5.1 Title to the Products delivered by ALANOD shall not pass to the Customer until ALANOD has received full payment of all amounts owed by the Customer under the business relationship between ALANOD and the Customer.

5.2 The Customer shall be entitled to sell and transfer the Products to third parties in the ordinary course of business. However, in order to secure the Customer's liabilities for all payments to ALANOD under the individual purchase contracts, the Customer hereby assigns to ALANOD all present and/or future claims arising from a resale of the Products to third parties in the amount invoiced to the Customer including VAT. The Customer is authorised to collect the claims as trustee of ALANOD. ALANOD's authorisation to collect the claims by itself shall remain unaffected. However, as long as the Customer fulfils its payment obligations, ALANOD shall not collect the assigned claims.

5.3 Any further processing and/or manufacture of the Products by the Customer shall always be carried out on behalf of ALANOD. If the Products are processed or manufactured together with goods of third parties, ALANOD shall acquire co-ownership of the processed or manufactured goods with a co-ownership share corresponding to the value of the Products in relation to the value of the processed or manufactured goods. In all other respects, the provisions of clause 5.2 shall apply accordingly.

5.4 If the Products are commingled with goods of third parties, ALANOD shall acquire co-ownership of the commingled goods with a co-ownership share corresponding to the value of the Products in relation to the value

of the commingled goods. If the mixing has taken place in such a way that the item is to be regarded as the Customer's main item, the Customer hereby assigns to ALANOD a co-ownership share in the item in the proportion as set out in clause 5.3. The Customer shall hold ALANOD's sole ownership or co-ownership as trustee.

5.5 ALANOD undertakes to release the securities referred to in this clause 5 to the extent that the total value of the securities exceeds the claims to be secured by more than 10 %.

5.6 In the event that the securities referred to in clauses 5.1 to 5.5 are invalid and/or unenforceable in any territory to which ALANOD's Products are delivered, the Customer shall at ALANOD's written request provide ALANOD with a bank guarantee or other equivalent security to secure ALANOD.

#### **6. Defects Liability**

6.1 Provided that the Customer complies with the conditions set out in clause 6.2 below, ALANOD warrants to the Customer that the delivered Products conform to agreed Product descriptions, Product descriptions published by ALANOD, and are of generally merchantable quality and free from defects in material, workmanship and design. Warranty liability for insignificant defects is excluded; this applies in particular if Products are defective in part only and if the defective parts do not account for more than 5 % of the Product concerned.

6.2 The Customer must inspect all delivered Products immediately upon receipt for apparent, i.e. externally recognisable defects (incoming goods inspection) and inform ALANOD immediately, at the latest 5 working days after delivery, of all defects that can be detected during such incoming goods inspection. If the Customer discovers hidden defects in the Products after delivery and incoming goods inspection (i.e. defects that were not recognisable as apparent during incoming goods inspection), the Customer must inform ALANOD immediately, at the latest 5 working days after discovery of such defect. ALANOD shall not be liable for defects of the Products (and the Products shall be deemed to have been accepted free of defects), if and to the extent that the Customer has not notified the relevant defect in due time in accordance with the foregoing provisions.

6.3 If a Product has a defect in accordance with clause 6.1 and the Customer has complied with its obligation to give notice of defects in accordance with clause 6.2, ALANOD shall be entitled and obliged to remedy the defect by one of the following measures at ALANOD's discretion:

- (a) Delivery of a defect-free replacement Product or repair of the defective Product; or
- (b) reduction of the purchase price for the defective Product or
- (c) Issue a credit note to the Customer corresponding to the purchase value of the defective product.

If ALANOD fails to remedy the defect within a reasonable period of time in accordance with the above provisions, or refuses to remedy the defect within a reasonable period of time after receipt of a written notice by the Customer, the Customer shall be entitled to rescind the contract with respect to the defective Product or to demand a reduction of the purchase price for the defective Product.

6.4 Except in the event that ALANOD has fraudulently concealed a defect in the Products (in which case the statutory warranty period shall apply), the limitation period for defect claims of the Customer shall be 12 months from delivery of the respective Product by ALANOD.

6.5 The rights in respect of defects set out in this clause 6 are exhaustive. ALANOD shall not assume any further liability for Product defects. Claims for damages and/or reimbursement of costs by the Customer due to defects in the Products can only be asserted in accordance with the following clause 7.

#### **7. Limitation of Liability for Damages**

7.1 ALANOD accepts liability to the Customer without limitation in accordance with the statutory provisions in the following cases:

- (a) in the event of intentional and/or grossly negligent behaviour on the part of ALANOD and/or its vicarious agents;
- (b) in the event of death or injury to persons and/or damage to the health of a person;
- (c) to the extent that ALANOD shall have guaranteed a specific characteristic of Products to the Customer; and/or
- (d) insofar as ALANOD is liable under the Product Liability Act for personal injury and/or private property.

7.2 In addition, ALANOD accepts liability to the Customer for breach of essential contract obligations by ALANOD and/or its vicarious agents. In the event of such a breach, however, ALANOD's liability shall be limited to the amount of damage foreseeable and typical to the contract. For purposes of this clause, essential contract obligations shall mean all obligations of ALANOD, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Customer regularly relies or may rely on. ALANOD's unlimited liability pursuant to clause 7.1 above shall remain unaffected.

7.3 In all other respects, ALANOD's liability for damages is excluded.

#### **8. Intellectual Property Rights**

8.1 Insofar as the Products and offers, cost estimates, drawings, illustrations, calculations, brochures, catalogues, product descriptions, sales documents, models, tools, samples or other materials of ALANOD contain trademarks, designations, texts, illustrations or other work results which are protected by trademark law, copyright law, patent law or other intellectual property rights, the intellectual property in the work results concerned shall remain with ALANOD without restriction. Unless expressly stipulated otherwise in the contract with the Customer, the Customer is only granted a simple, non-exclusive right of use for its own purposes upon delivery of the work results.

8.2 Insofar as the Customer provides ALANOD with documents, in particular service descriptions, concepts, sketches, specifications and/or requirement lists relating to the Products to be supplied ("**Customer Documents**"), which contain work results that are protected by trademark law, copyright law, patent law or other intellectual property rights, the intellectual property rights to the work results in question shall remain with the Customer without restriction. Unless expressly stipulated otherwise in the contract with the Customer, ALANOD is granted a non-exclusive right of use for the purpose of executing the contract with the customer upon delivery of the work results.

#### **9. Governing Law and Jurisdiction**

9.1 These Terms and Conditions and the contract between ALANOD and the Customer shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

9.2 The place of jurisdiction for all disputes arising from or in connection with the contract between ALANOD and the Customer shall be the courts having jurisdiction for ALANOD's place of business in Germany. ALANOD shall also be entitled to sue the Customer at its registered office. Except in the case of preliminary injunctions, the foregoing choices of forum shall be exclusive.

#### **10. Compliance with Laws**

The Customer shall comply with the relevant statutory provisions in connection with the contractual relationship. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations. The Customer further undertakes to comply with the Code of Conduct for Business Partners of ALANOD GmbH & Co KG in connection with the contractual relationship.

#### **11. Final Provisions**

11.1 Deviations from these Terms and Conditions require written confirmation. This also applies to amendments to this written form clause.

11.2 Should one or more provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.