

General Terms and Conditions (GTC)

of CAMEX GmbH, Magnolienweg 12, D-63741 Aschaffenburg, registered at Amtsgericht Aschaffenburg, HRB 14147, VAT ID DE311279821

1. Scope of application

1.1 These General Terms and Conditions (hereinafter **GTC**) apply to all contracts, deliveries and other services of CAMEX GmbH (hereinafter the **Seller**) in relation to entrepreneurs within the meaning of section 14 BGB, legal entities under public law and special funds under public law (hereinafter the **Buyer**).

1.2 Deviating, conflicting or supplementary terms and conditions of the Buyer shall only become part of the contract if and to the extent the Seller has expressly agreed to their application in writing. Silence on the part of the Seller in relation to such terms shall in no case be deemed to constitute consent.

1.3 These GTC also apply to all future business with the Buyer, even if they are not referred to again separately.

2. Offers, conclusion of contract, documents

2.1 All offers and price lists of the Seller are non-binding and subject to change, unless expressly designated as binding.

2.2 A contract is only concluded upon written order confirmation by the Seller or by performance of the delivery. The Seller may accept orders within 14 days from receipt.

2.3 All information on qualities, dimensions, weights, analyses or other product characteristics are approximate values only, unless expressly agreed otherwise in writing as being binding.

2.4 The Seller retains all ownership and intellectual property rights to all offers, cost estimates, samples, specimens, analyses, drawings, calculations and other documents. They must not be disclosed to third parties without prior written consent of the Seller.

3. Prices, surcharges, terms of payment

3.1 Unless otherwise agreed in writing, all prices are net ex works/warehouse (EXW Incoterms® 2020) plus statutory value-added tax, customs, duties, fees and other public charges.

3.2 In the case of goods which are subject to exchange or market-based prices (in particular metals and special metals), the purchase price shall be based on the price applicable on the day of delivery according to the relevant exchange or market quotation, plus an agreed surcharge. If a list or indication price was agreed at the time of conclusion

of the contract, the Seller shall be entitled to adjust the price accordingly if the market price has changed by more than 5 % between conclusion of contract and delivery.

3.3 Unless otherwise agreed, payments shall be due immediately upon invoice date and shall be made without deduction within 14 days. Payment shall be deemed to have been made only when the Seller can dispose of the amount.

3.4 Cheques and bills of exchange are only accepted on account of performance and subject to prior written agreement; all associated costs and expenses shall be borne by the Buyer.

3.5 In case of default of payment, the Seller is entitled to charge default interest at the statutory rate, but at least in the amount of 9 percentage points above the base rate, as well as a flat fee in accordance with section 288 para. 5 BGB. Further claims for damages remain reserved.

3.6 The Buyer may only set off with undisputed or legally established claims. The Buyer is only entitled to exercise any right of retention based on claims from the same contractual relationship.

4. Delivery, delivery periods and dates

4.1 Delivery shall be made ex works/warehouse (EXW Incoterms® 2020), unless otherwise agreed in writing. The risk shall pass to the Buyer at the latest upon handover of the goods to the carrier, freight forwarder or other person entrusted with the transport.

4.2 Delivery periods and dates indicated by the Seller are non-binding unless expressly agreed as binding in writing. Delivery periods shall commence only upon clarification of all technical and commercial details as well as the timely and proper fulfilment of all cooperation obligations of the Buyer (e.g. provision of necessary permits, documents, payment of agreed advance payments).

4.3 Compliance with delivery periods is subject to correct, complete and timely self-supply of the Seller. The Seller shall promptly inform the Buyer if self-supply is not available or not available on time.

4.4 Partial deliveries are permissible to a reasonable extent and may be invoiced separately.

5. Force majeure and other impediments

5.1 The Seller shall not be liable for failure to perform or for delays in performance if such failure or delay is due to events of force majeure or other events which were not foreseeable upon conclusion of the contract and for which the Seller is not responsible (hereinafter **Force Majeure**). Force Majeure includes in particular:

- natural disasters such as floods, earthquakes, storms;
- war, terrorist acts, riots, armed conflicts, embargoes;
- strikes, lockouts, operational disruptions, shortage of energy or raw materials;
- pandemics, epidemics, plagues and related official measures or travel restrictions;
- transport disruptions, serious accidents, explosions, fires;
- unforeseeable disruptions in the supply chain, in particular delays or failures of suppliers, smelters, refineries, logistics companies or carriers, as well as unexpected export/import bans or customs measures.

5.2 In cases of Force Majeure, the Seller shall be released from the obligation to deliver for the duration and to the extent of the impediment and shall not be liable for damages. Delivery periods shall be extended by the duration of the impediment plus a reasonable restart period.

5.3 If the impediment lasts longer than 3 months, or if it is foreseeable that it will last longer than 3 months, the Seller shall be entitled to withdraw from the contract in whole or in part. The Buyer shall not be entitled to any claims for damages in this respect. Payments already made for undelivered goods shall be refunded.

5.4 The foregoing provisions shall also apply if Force Majeure affects suppliers of the Seller or subcontractors.

6. Delay in delivery, limitation of liability

6.1 In the event of delay in delivery for which the Seller is responsible, the Buyer may, after expiry of a reasonable grace period, demand liquidated damages for delay instead of performance. Such liquidated damages shall amount to 0.5% of the net price of the delayed part of the delivery for each full week of delay, but in total not more than 5% of the net price of the delayed part of the delivery.

6.2 Any further claims of the Buyer for damages or reimbursement of expenses due to delay are excluded. This shall not apply in cases of intent or gross negligence of the Seller, or in case of culpable injury to life, body or health.

7. Quantity, weight, quality, tolerances

7.1 For the determination of quantities, weights and analyses, the measurements, weighings and test results carried out by or on behalf of the Seller at the place of dispatch shall be decisive. The Buyer may have a representative present during weighing and sampling by prior arrangement.

7.2 Deviations customary in the trade and slight deviations which do not substantially impair the contractual use shall not constitute defects. Unless otherwise agreed in writing, the Seller shall be entitled to deliver with the following tolerances:

- quantity/weight: up to \pm 2%;
- quality or content of certain components (e.g. metal content, impurities): standard tolerances usual in the raw materials and special metals trade or according to applicable standards/technical rules.

7.3 Natural shrinkage, evaporation, drying and storage losses up to 0.5% shall be deemed accepted and do not entitle the Buyer to any claims.

8. Retention of title

8.1 The Seller retains title to the delivered goods until all claims arising from the business relationship with the Buyer have been fully settled (current account reservation).

8.2 The Buyer is entitled to resell the goods subject to retention of title in the ordinary course of business. In this case, the Buyer hereby assigns to the Seller all claims from the resale in the amount of the final invoice value (including VAT) of the goods subject to retention of title as security. The Seller accepts this assignment.

8.3 The Buyer is revocably authorised to collect the assigned claims. The Seller may revoke the collection authorisation if the Buyer is in default of payment, if there are significant doubts about its creditworthiness or if an application for insolvency proceedings is filed.

8.4 Any processing or transformation of the goods subject to retention of title shall be carried out for the Seller as manufacturer within the meaning of section 950 BGB without obligation for the Seller. If the goods are processed or combined with other items not belonging to the Seller, the Seller shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title to the other processed items at the time of processing.

8.5 The Buyer must treat the goods subject to retention of title with care, insure them at its own expense against loss and damage at replacement value and provide evidence thereof upon request.

8.6 If third parties seize the goods subject to retention of title or the assigned claims, the Buyer shall inform the third party of the Seller's ownership or rights and notify the Seller immediately in writing.

9. Inspection and notification of defects, warranty

9.1 The Buyer must inspect the goods immediately upon delivery with the diligence of a prudent businessman. This includes, in particular, identity, quantity, weight, quality, external condition and, where feasible, chemical or physical characteristics in accordance with the agreed specification.

9.2 Any obvious defects, shortages or wrong deliveries must be notified in writing without undue delay, but no later than 10 calendar days after delivery. Hidden defects must be

notified in writing without undue delay after discovery, but in any case no later than 30 calendar days after delivery. The notification must precisely describe the defect and enclose appropriate evidence (e.g. test reports, photos, weighing records).

9.3 If the Buyer fails to duly inspect and/or notify defects within the aforementioned periods, the goods shall be deemed approved with regard to such defects and any warranty claims shall be excluded.

9.4 In the event of justified and timely notification of defects, the Seller shall, at its discretion, either replace the defective goods with goods of the agreed quality or issue a credit note/reduction of the purchase price. The Buyer shall set a reasonable period for subsequent performance.

9.5 If subsequent performance fails or is refused by the Seller, the Buyer may withdraw from the contract with respect to the defective part or demand a further reduction of the purchase price. Claims for damages are subject to the limitations of section 10 below.

9.6 The warranty period is 12 months from delivery of the goods. This shall not apply in cases of intent or gross negligence, in the event of culpable injury to life, body or health, or if the Seller has fraudulently concealed a defect.

10. General limitation of liability

10.1 The Seller shall be liable for damages – irrespective of the legal basis – only

- in case of intent or gross negligence,
- in case of culpable injury to life, body or health,
- in case of fraudulent concealment of defects,
- in case of assumption of a guarantee or a procurement risk,
- in accordance with the mandatory provisions of the Product Liability Act.

10.2 In the event of simple negligence, the Seller shall only be liable for the breach of an essential contractual obligation, i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the fulfilment of which the Buyer regularly relies and may rely (cardinal obligation). In such cases, the liability of the Seller shall be limited to the foreseeable damage typical for this type of contract.

10.3 Unless otherwise expressly agreed, the total liability of the Seller for damages and reimbursement of expenses per damaging event shall be limited to 100% of the net value of the respective delivery, but in aggregate to a maximum of [e.g. 1,000,000 EUR] per year.

10.4 Any further liability of the Seller for damages or reimbursement of expenses is excluded. The above limitations shall also apply in favour of the Seller's legal representatives, employees and vicarious agents.

11. Cancellation by the Buyer

11.1 If the Buyer cancels an order without being entitled to a statutory or contractual right of withdrawal, the Seller may demand a lump-sum compensation. Unless the Buyer proves a lower damage, the Seller may charge:

- 5% of the net order value in case of cancellation up to 2 weeks before the agreed delivery date,
- 10% of the net order value in case of cancellation up to 1 week before the agreed delivery date,
- 15% of the net order value in case of cancellation within 7 days of the agreed delivery date.

11.2 The Seller reserves the right to claim higher actual damages; in such case, the lump-sum compensation shall be credited against the claim for damages.

12. Right of withdrawal of the Seller

12.1 The Seller is entitled to withdraw from the contract, in whole or in part, or to suspend deliveries if

- the Buyer is in default of payment for more than 14 days,
- a significant deterioration in the financial situation of the Buyer occurs or becomes known (e.g. filing of an application for the opening of insolvency proceedings, seizure, protest of cheque or bill),
- the Buyer violates essential contractual obligations and fails to remedy the violation within a reasonable grace period,
- there are indications that the goods could be used in violation of export control, embargo, anti-corruption or other compliance regulations.

12.2 In case of withdrawal, the Seller may demand the return of the goods subject to retention of title; the costs of return shipment shall be borne by the Buyer.

13. Compliance, export control, sanctions

13.1 The Buyer undertakes to comply with all applicable laws and regulations, including but not limited to export control and sanctions regulations, anti-corruption and anti-money laundering laws, as well as regulations relating to conflict minerals and supply chain due diligence (e.g. the German Supply Chain Due Diligence Act – Lieferkettensorgfaltspflichtengesetz).

13.2 The Buyer shall provide the Seller with all information and documents required for export, shipment or import. If official approvals or permits are not granted, are revoked or are not available in time for reasons for which the Seller is not responsible, the Seller shall be entitled to withdraw from the contract and shall not be liable for any damages.

13.3 The Buyer shall ensure that the goods are not directly or indirectly resold or delivered to countries, persons or organisations subject to sanctions, embargoes or other export restrictions.

14. Data protection

14.1 The Seller processes personal data of the Buyer exclusively in accordance with the applicable data protection laws, in particular the GDPR. Details are set out in the Seller's privacy notice, which is available at [link] or will be provided upon request.

15. Place of performance, governing law, place of jurisdiction

15.1 Place of performance for all obligations arising from the contractual relationship shall be the registered office of the Seller, unless expressly agreed otherwise.

15.2 These GTC and all legal relationships between the Seller and the Buyer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.3 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of the Seller. The Seller shall, however, also be entitled to bring actions at the general place of jurisdiction of the Buyer.

16. Final provisions

16.1 Any amendments and supplements to the contract and to these GTC must be made in writing. This shall also apply to any waiver of the written form requirement.

16.2 Should individual provisions of these GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps.