


Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		


1 Scope

- 1.1 Schaefer Kalk GmbH & Co. KG, Louise-Seher-Str. 6, 65582 Diez, Germany (hereinafter, “**SK**”) is a supplier of high-quality products of mineral origin for diverse applications.
- 1.2 These General Terms and Conditions of Sale (hereinafter, these “**GTCS**”) shall apply to any and all business (hereinafter, “**Delivery/Deliveries of Products or Provision of Other Services**”) transacted between SK and entrepreneurs conducting their commercial or independent business activities and to legal persons under civil law (hereinafter, the “**Customer**”).
- 1.3 Deliveries of Products or Provision of Other Services by SK to the Customer shall be subject to these GTCS exclusively. Terms and conditions the Customer may have in place that conflict with, complement, or deviate from these GTCS shall not apply unless SK agrees expressly in writing to their applicability.
- 1.4 These GTCS also shall apply if and when SK makes Deliveries of Products or Provision of Other Services to the Customer without reservation despite having knowledge that the Customer may have such conflicting, complementing, or deviating terms and conditions in place.
- 1.5 As part of ongoing business relationships, these GTCS also shall apply to future Deliveries of Products or Provision of Other Services even if they are not expressly incorporated into the respective contract.

2 Entering into Contracts

- 2.1 A contract regarding the Delivery of Products or Provision of Other Services shall come into effect upon an assignment or order having been placed by the Customer by e-mail, phone, fax, or Electronic Data Interchange (hereinafter, “**EDI**”) and accepted by SK. SK also shall be deemed to have accepted an assignment or order if and when SK fulfills the assignment or order without reservation within fourteen (14) days after receipt of the respective notification. The Customer shall assume any and all costs incurred by the Customer for installing a new EDI connection or any other costs incurred for using EDI, and these costs shall be invoiced separately by SK.
- 2.2 Any and all offers made by SK regarding entering into a contract shall be subject to change and shall not be binding unless SK declares expressly that they are binding. SK’s offers shall be subject to the proviso that SK receive its qualitative and quantitative deliveries in a timely manner.
- 2.3 If and when the Customer and SK intend to enter into a long-term delivery relationship, the Customer shall communicate to SK on the date the contract is entered into and once a year on the anniversary thereof, the quantity of products or other services the Customer intends to purchase every month of the contractual year (hereinafter, “**Annual Sales Volume**”). If it is economically reasonable for the Customer, the Customer shall distribute the Customer’s demand for products or other services evenly throughout the contractual year. Pursuant to item 2.1 above, a contract regarding the Delivery of Products or Provision of Other Services shall come into effect upon the Customer’s drawdown of a month’s quantity and SK’s acceptance of the drawdown. A binding drawdown must be communicated no later than eight (8) weeks before the first day of the contractual month to which the drawdown refers unless the parties hereto expressly agree otherwise in text form. The Customer shall notify SK without undue delay after obtaining knowledge of changes to the planned required quantities or the type of Delivery of Products or Provision of Other Services. If and when the Customer culpably fails to meet this obligation, SK shall be entitled to demand reimbursement for

Responsible: Matthias Löbbers	Verified/Approved: Andreas Gerhardt	Page 1 of 13
----------------------------------	--	--------------

Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		


any and all damages incurred by SK from the date of the Customer's culpable failure to meet this obligation due to SK's reliance on the Customer's purchasing of the quantities ordered.

- 2.4 Descriptions, technical and chemical data, analyses, samples, drawings, product data sheets, pricing information, and other information provided in catalogs, on SK's website, in brochures, by SK employees during consultations, and on other media shall not be binding and shall serve exclusively to inform the Customer of SK's general portfolio of products and services.
- 2.5 Images, drawings, and specifications regarding weight, measurements, performance or use, product datasheets, and other descriptions of products to be delivered or other services to be provided included in documents pertaining to an offer or order confirmation shall be deemed to be only approximately authoritative unless they are expressly marked as being binding. They shall not constitute an agreement regarding quality or a guarantee regarding a specific quality or shelf life of the products to be delivered or other services to be provided unless expressly agreed upon in written form as constituting such agreement or guarantee. The same shall apply to the Customer's expectations regarding the products to be delivered or other services to be provided or the use thereof.
- 2.6 The offer or order confirmation issued by SK shall be authoritative for the scope of the products to be delivered or other services to be provided. The effectiveness of changes the Customer makes to the scope of delivery or service shall be conditional upon SK's consent in text form. SK reserves the right to change the chemical composition, reactivity, purity, or grain size of products and these changes shall not constitute deviations from the offer, provided the deviations are usual in the line of business and are within DIN/EN tolerances or the changes are not material and are reasonable to the Customer. SK shall provide analysis certificates or quality-related data concerning products or services only upon individual agreement and at the Customer's expense.
- 2.7 Up to two (2) days prior to a scheduled delivery date, the Customer may ask SK in text form whether it is possible to make changes to the quantity or type of products to be delivered or other services to be provided or to the delivery date. If reasonable to SK, SK shall accept the Customer's change request. Any and all additional costs resulting from a change request shall be assumed by the Customer. SK shall notify the Customer of any additional costs prior to accepting the change request.
- 2.8 Obvious errors, typos, or miscalculations on offers or order confirmations issued by SK shall not be binding on SK.
- 2.9 If and when the Customer's financial situation deteriorates substantially or a legitimate request to initiate insolvency or similar proceedings regarding the Customer's assets is rejected due to insufficient assets, SK shall be entitled to rescind the contract or parts thereof.

3 Prices and Payment Terms

- 3.1 Unless expressly agreed upon otherwise in text form, prices indicated in SK's offers or order confirmations shall apply to the scope of delivery defined in the offer or order confirmation, shall be FCA (INCOTERMS® 2020), and shall include packaging and exclude applicable statutory sales tax. Service options, including surcharges for lower order volumes, express delivery, individual audits, or individual documents shall not be included in the prices and shall be invoiced to the Customer separately based on an individual agreement.

Responsible: Matthias Löbbers	Verified/Approved: Andreas Gerhardt	Page 2 of 13
----------------------------------	--	--------------

Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		

- 3.2 Invoices issued by SK shall be payable immediately. Unless agreed upon otherwise in text form, the Customer shall remit payment in euros for invoices issued by SK to SK's bank account within thirty (30) calendar days after the invoice date and without deductions.
- 3.3 Upon expiry of the payment deadline, the Customer automatically shall be deemed to be in default of payment of the sum outstanding, without any reminder being required.
- 3.4 If and when the Customer is in default of payment, SK shall be entitled to deliver the products or provide the other services only against payment of the amount to which the Customer has defaulted. This also shall apply to any and all future deliveries or provision of other services by SK to the Customer. As long as the Customer is in default of payment to a non-negligible extent, SK at any time may demand prepayment from the Customer for delivering the remaining products or providing the remaining other services. If prepayment is not made by a reasonable deadline set by SK, SK shall be entitled to rescind any and all orders not yet paid for and not yet delivered.
- 3.5 The Customer may offset SK's claims with the Customer's counterclaims only if the Customer's counterclaims have been legally established, are undisputed, or have been acknowledged by SK in writing. This shall not apply to claims which were created directly under the same contractual relationship and which share a reciprocal relationship.

4 Price Adjustments

In the case of permanent delivery contracts, SK reserves the right to increase or reduce the pricing in line with the actual netted cost increase or reduction resulting from an increase or reduction in collective bargaining agreements, energy prices, or prices for materials to the extent they have become part of the basis for calculation, without SK benefitting in the process. If an increase in the price so recalculated exceeds 10% of the originally agreed-upon price, the Customer shall be entitled to terminate the contract on the date of the first increase in price.


5 Invoicing

- 5.1 SK shall be entitled to transmit invoices to the Customer by regular mail or by e-mail.
- 5.2 The Customer shall notify SK without undue delay of any and all changes to the Customer's regular mail or e-mail addresses.

6 Delivery

- 6.1 Unless agreed upon otherwise by the parties hereto in text form, all deliveries shall be made FCA (INCOTERMS® 2020).
- 6.2 Any and all delivery deadlines based on offers and order confirmations shall be non-binding on SK. Binding delivery deadlines must be declared expressly as such in text form.
- 6.3 A delivery deadline shall be determined as of the Customer's receipt of the order confirmation. Compliance with delivery deadlines shall be conditional upon the timely receipt by SK of any and all documents the Customer had agreed to provide and any and all permits and approvals required, and upon the Customer's compliance with the agreed-upon payment terms and other obligations the Customer may have. If these conditions are not complied with in a timely manner, the delivery

Responsible: Matthias Löbbers	Verified/Approved: Andreas Gerhardt	Page 3 of 13
----------------------------------	--	--------------

Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		


deadline shall be extended for a reasonable amount of time; this shall not apply if SK is solely responsible for the delay.

- 6.4 For deliveries made pursuant to item 6.1 above, the delivery deadline shall be deemed to have been met when SK has conveyed the products to be delivered or the other services to be provided to the agreed-upon factory for pick-up and has notified the Customer accordingly. If and when the parties hereto have agreed on delivery DAP (INCOTERMS® 2020), the delivery deadline shall be deemed to have been met when the products to be delivered or the other services to be provided are offered to the Customer for acceptance at the specified destination during regular business hours for the first time by the delivery deadline.
- 6.5 Compliance with delivery deadlines, including binding ones, shall be subject to the proviso that SK receives its quantitative and qualitative deliveries from its supplier or suppliers properly including, but not limited to, in a timely manner. If such proper delivery to SK fails, SK shall be entitled to rescind the contract entered into with the Customer. SK shall notify the Customer without undue delay when and to the extent SK exercises SK's right to rescind the contract and shall reimburse the Customer for any and all advance payments made.
- 6.6 If and when the parties hereto have agreed on delivery FCA (INCOTERMS® 2020), the Customer shall ensure that
- (i) the vehicles allocated for pick-up are technically equipped for the proper loading and transport of the products to be delivered or the other services to be provided;
 - (ii) the pick-up is carried out by qualified personnel authorized to sign the delivery and/or collection notes on behalf of the Customer;
 - (iii) the personnel entrusted with pick-up complies with SK's safety and factory regulations to the extent legally possible. Upon request, SK shall provide the Customer and the personnel entrusted with pick-up with copies of SK's safety and factory regulations free of charge;
 - (iv) the transport vehicles and relevant personnel are present at the agreed-upon time during SK's loading and pick-up hours at the agreed-upon pick-up destination and the products or other services are loaded and picked up during loading and pick-up hours;
 - (v) the Customer's transport vehicles are cleaned before being loaded by SK in line with SK's instructions, and the Customer's personnel provides SK with the certificate required for the respective level of cleanliness before SK authorizes the loading of the transport vehicles. SK shall not be liable for any deviations in the products or other services resulting from the improper cleaning of transport vehicles;
 - (vi) the personnel attending the delivery has the required documents to hand; and
 - (vii) the regulations regarding the securing of cargo are complied with.

If and when the Customer culpably violates any of these obligations and the violation results in delayed pick-up, SK shall be entitled to store the products at the Customer's expense. All other claims SK may be entitled to assert shall remain unaffected.

- 6.7 If and when the parties hereto have agreed on delivery DAP (INCOTERMS® 2020), the Customer shall ensure that
- (i) any and all permits required for unloading the transport vehicles have been obtained by the delivery date;

Responsible: Matthias Löbbers	Verified/Approved: Andreas Gerhardt	Page 4 of 13
----------------------------------	--	--------------


Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		

- (ii) the unloading location is equipped so transport vehicles of up to forty-four (44) tons (combined transport) can drive on a sound surface without hindrance and without having to wait;
- (iii) the transport vehicles are unloaded or deliveries or other services are injected by the Customer and the transport vehicles are ready for departure within two (2) hours after SK's announcement, unless the parties hereto have agreed in text form on a shorter or longer period of time;
- (viii) the Customer's warehouses or silo room are operational and ready to be filled upon arrival of the transport vehicles;
- (ix) the Customer's silo trailers are cleaned before being loaded by SK in line with SK's instructions and the Customer's personnel provides SK's forwarder with the certificate required for the respective level of cleanliness before the unloading of the transport vehicles is authorized. SK shall not be liable for any deviations in the products or other services resulting from the improper cleaning of silo trailers;
- (i) an authorized person is present at the unloading location at the time of unloading to instruct the transport vehicles, accept the products and the weight tickets, sign the delivery documents, and inspect the seals for intactness; and
- (ii) the Customer removes all dirt from the unloading zone at the Customer's expense.

If and when the Customer culpably violates any of these obligations and the violation results in delayed unloading of products or other services, the Customer shall be obligated to reimburse SK for the demurrage cost charged by the forwarder for the delay. All other claims SK may be entitled to assert for damages shall remain unaffected. If the unloading of products or other services is delayed for more than twenty-four (24) hours, SK shall be entitled to deliver the products or provide the other services at a later date at the Customer's expense and to store the products or other services until that date at the Customer's expense or, if this is not deemed reasonable by SK, to dispose of the products or other services at the Customer's expense. In addition, SK expressly reserves the right to assert any and all other claims vis-à-vis the Customer.

- 6.8 In the event of delayed delivery, the Customer shall be entitled to rescind the contract if a reasonable new delivery date set by the Customer after delivery was delayed has expired and the delivery has not been completed.
- 6.9 If and when pick-up, shipment, or delivery are delayed upon the Customer's request by more than one (1) week after readiness to pick up or ship was communicated or the first delivery attempt was made, for every week or part thereof that delivery continues to be delayed, SK may charge the Customer storage fees in the amount of 0.5% of the net price of the delivery or other services affected to a maximum of 5% of the net price in total. The parties hereto shall be free to furnish evidence of higher or lower storage costs or other damages. All other claims SK may be entitled to assert for damages shall remain unaffected.
- 6.10 The Customer shall not refuse acceptance of deliveries or other services due to minor defects.
- 6.11 Partial deliveries shall be admissible, provided the Customer deems them to be reasonable.
- 6.12 Transport insurance shall be purchased only upon the Customer's express instructions in text form and at the Customer's expense.

Responsible: Matthias Löbbers	Verified/Approved: Andreas Gerhardt	Page 5 of 13
----------------------------------	--	--------------

Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		

6.13 Unless agreed-upon otherwise in text form, SK shall not take back any packing materials used in connection with deliveries or other services.


7 Transfer of Risk

- 7.1 Unless agreed-upon otherwise by the parties hereto in text form, the risk of accidental loss or accidental deterioration of the products or other services shall be transferred to the Customer FCA (INCOTERMS® 2020).
- 7.2 If and when shipment or surrender of the products or the provision of other services is delayed for reasons under the Customer's control, the risk of accidental loss or accidental deterioration of the products or other services shall be transferred to the Customer upon SK's notification of its readiness to ship or SK's first delivery attempt.

8 Force Majeure

- 8.1 The term force majeure refers to the occurrence of an event or circumstance that impedes a party from meeting one or more of its contractual obligations if and to the extent the party affected by the hindrance proves: (a) the hindrance was beyond that party's reasonable control, (b) the hindrance was not reasonably foreseeable at the time the contract was entered into, and (c) the impact of the hindrance could not have been reasonably prevented or overcome by the party affected.
- 8.2 For proof to the contrary, pursuant to the previous paragraph, force majeure includes, but is not limited to, the following events: war, acts of terrorism, currency and/or trade restrictions, embargos, sanctions, official acts, compliance with laws or governmental decrees, state bans on leaving the country and on exports or state bans on entering the country and on imports, expropriation, epidemics, natural disasters, extreme natural events, explosions, fires, destruction of equipment, demonstrations or assemblies impeding passage through important transportation routes, general labor unrest including, but not limited to, boycotts, strikes, lockouts, energy shortages, or impairment of means of transportation.
- 8.3 If a party reports the occurrence of a force majeure event without delay and invokes the force majeure clause successfully, as of the time at which the hindrance makes it impossible for that party to provide a contracted for product or service, that party shall be released from meeting its contractual obligations and any obligation to pay damages and/or from any other contractual legal remedy due to breach of contract. If and when the impact of the hindrance or force majeure event invoked is temporary, the aforementioned consequences shall apply only for the period of time in which the hindrance or force majeure event invoked impedes the affected party from fulfilling the contract and for a reasonable recovery period thereafter. If the hindrance or force majeure event affects the party for more than four (4) months, the other party shall be entitled to terminate the contract in whole or in part for cause. Mutual claims for damages due to the termination shall be excluded.
- 8.4 Upon SK's request, the Customer shall be obligated to notify SK within a reasonable period of time as to whether the Customer intends to terminate the contract due to a force majeure event affecting SK, or to continue to demand delivery of the products or provision of other services.
- 8.5 If and when a force majeure event results in material changes to the economic relevance or the content of the delivery of products or the provision of other services or to SK's business operations, SK and the Customer shall adjust the contract reasonably and in good faith. If and when an

Responsible: Matthias Löbbers	Verified/Approved: Andreas Gerhardt	Page 6 of 13
----------------------------------	--	--------------


Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		

adjustment is not economically reasonable, SK shall have the right to rescind the contract. If and when SK wishes to make use of the right of rescission, SK shall notify the Customer upon gaining knowledge of the scope of the impact of the event without undue delay, even if SK and the Customer initially had agreed to extend the period of delivery.

9 Confidentiality

- 9.1 The Customer shall be obligated to maintain the strict confidentiality of any and all commercial, company, and/or technical information and/or objects that are not general knowledge and are disclosed to the Customer as part of the business relationship or otherwise become known to the Customer (hereinafter, “**Confidential Information**”) for five (5) years after gaining knowledge thereof and to not disclose such Confidential Information to any third parties and/or to duplicate and/or use such Confidential Information for purposes other than the purposes specified by SK without SK’s prior consent. The Customer shall request the same of the Customer’s sub-suppliers.
- 9.2 The Confidential Information referred to under item 9.1 above shall not include
- (i) information the receiving party has acquired from publicly accessible sources, which information is generally known or legally accessible and which was legally obtained by these publicly accessible sources;
 - (ii) information the receiving party has obtained legally from an authorized third party;
 - (iii) information the receiving party developed autonomously; and
 - (iv) information that has been or must be disclosed by virtue of law or by decree from a court or authority. If this is the case, the receiving party shall be obligated to notify the other party of the disclosure of information without undue delay and must strive to prevent such disclosure provided this is possible through reasonable and legally admissible means.
- 9.3 The burden of presentation or proof regarding the presence of any of the exceptions specified in item 9.2 above shall lie with the party invoking the presence of the exception or exceptions.
- 9.4 The Customer shall store documents and objects provided to the Customer and duplications thereof diligently at the Customer’s expense and shall return or destroy them securely at any time upon SK’s request. The complete return or secure destruction of the above-noted documents and objects shall be confirmed to SK in writing upon SK’s request. The obligation to return or securely destroy the above-noted documents and objects shall not apply to Confidential Information subject to statutory retention obligations or stored in automated back-up files protected against unauthorized access.
- 9.5 SK and the Customer undertake to pay a reasonable contract penalty for each culpable violation of an obligation under item 9.1 above. This penalty shall be set by the party affected and in the event of dispute shall be revised by the court responsible. The right to assert further damages shall remain unaffected.
- 9.6 SK and the Customer are aware that violating business secrets is a criminal act pursuant to § 23 of Germany’s Law on the Protection of Business Secrets (GeschGehG) and carries a prison sentence of up to five (5) years or a fine and that a party violating business secrets is obligated to reimburse the other party for damages incurred.

Responsible: Matthias Löbbers	Verified/Approved: Andreas Gerhardt	Page 7 of 13
----------------------------------	--	--------------

Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		


10 Retention of Title

- 10.1 SK shall retain title in products delivered and other services provided until the payment owing for such products delivered and such other services provided has been made in full (hereinafter, **"Products Subject to Retention of Title"**).
- 10.2 The Customer undertakes to treat the Products Subject to Retention of Title with due care for the duration of the period of retention of title. All other claims SK may be entitled to assert shall remain unaffected.
- 10.3 The Customer shall assume the risk of accidental loss or accidental deterioration of the Products Subject to Retention of Title delivered by SK under the proviso of retention of title. The Customer shall be obligated to store the Products Subject to Retention of Title diligently and insure them adequately against loss (including, but not limited to, theft and fire). The Customer hereby transfers to SK the Customer's claim against the insurance company in the event of damage. SK accepts the transfer. The same shall apply if and when the insurance company does not cover the damage in full.
- 10.4 The Customer shall not be entitled to pledge or assign by way of security any Products Subject to Retention of Title or to make any other provisions that compromise SK's property. The Customer shall notify SK in text form without undue delay of any and all third-party interventions that compromise SK's rights, including seizure or foreclosure. If and when the third party is not able to reimburse SK for judicial and/or extrajudicial expenses for legal action pursuant to § 771 of Germany's Code of Civil Procedure (ZPO), the Customer shall be liable for the resulting loss. All other claims SK may be entitled to assert against the Customer shall remain unaffected.
- 10.5 The Customer shall not be entitled to resell, process, or reshape Products Subject to Retention of Title or to mix, combine, or otherwise inseparably connect them to third-party materials.
- 10.6 If and when the Customer breaches a contract including, but not limited to, by default of payment, after the unsuccessful expiry of a reasonable deadline SK shall be entitled to rescind the contract and take back the Products Subject to Retention of Title. The legal provisions regarding the dispensability of setting a deadline shall remain unaffected. If and when SK exercises SK's right to rescind the contract, the Customer shall grant SK access to the Products Subject to Retention of Title and shall surrender them to SK without undue delay. The costs of surrendering or taking back the Products Subject to Retention of Title shall be assumed by the Customer.
- 10.7 SK's taking back Products Subject to Retention of Title or exercising the right of retention of title shall not constitute a rescission from the contract unless declared expressly in text form by SK. Any other claims SK may have shall remain unaffected.

11 Duty to Inspect and Give Notice of Defects

- 11.1 The Customer shall inspect any and all products delivered and other services provided as part of business transactions upon receipt or pick-up for detectable transport damage, deviations from the agreed-upon quantity and/or quality, and other detectable defects and shall notify SK thereof in text form without undue delay. Any hidden defects must be reported to SK in text form without undue delay after detection, and in any case, no later than five (5) calendar days after detection. In the Customer's reports to SK, the Customer shall include the product number, the delivery note number, and a written description of the defect. The Customer also shall send a sample and, if possible,

Responsible: Matthias Löbbers	Verified/Approved: Andreas Gerhardt	Page 8 of 13
----------------------------------	--	--------------

Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		

photographs of the defective products. Unless otherwise agreed-upon in writing by the parties hereto, SK does not inspect outgoing goods.

- 11.2 Regardless of item 11.1 above, upon delivery or pick-up the Customer shall be obligated, at the Customer's expense, to take a sample of 500 grams minimum of each of the products or other services and to seal and store the samples protected against environmental impact for a minimum of two (2) years after receiving the products or other services. In addition, upon SK's request the Customer shall be obligated to surrender samples to an expert third party for inspection regarding defects. These provisions shall not affect the applicability of the legal regulations regarding the burden of proof.


12 Rights Regarding Warranty for Defects

- 12.1 Claims for defects shall not arise from non-material deviations from the agreed-upon specifications and quantities of the products delivered and other services provided, non-material impairment of the usability of the goods as specified by SK, natural wear and tear, or damages occurring after the transfer of risk as a result of incorrect or negligent handling, inadequate resources, or special external influences. In addition, if and when the Customer or a third party makes improper changes or carries out maintenance work improperly, the changes or maintenance work and the consequences thereof will not constitute reasons for claims for defects.
- 12.2 If the Customer wishes to object to the indicated weight of a product or products, the Customer shall procure an official weighing. For bulk goods, the weight specified at SK's factory shall be authoritative; for packed products, the weight printed on the products shall be authoritative.
- 12.3 If a defect is present at the time risk is transferred, the Customer shall be entitled to request supplementary performance. SK shall be free to choose to offer supplementary performance in the form of correction or delivery of defect-free goods.
- 12.4 Supplementary performance shall be deemed to have failed after two unsuccessful attempts have been made, each within a reasonable period of time.
- 12.5 SK shall assume the expenses for supplementary performance including, but not limited to, transportation, travel, work, and material. Any and all claims the Customer may be entitled to assert regarding the expenses for supplementary performance or delivery of defect-free goods including, but not limited to, transportation, travel, work, and material shall be excluded to the extent the expenses are increased because the products were delivered or the other services were provided retroactively at a location other than the Customer's branch unless such delivery or provision at such other location corresponds to the contractually intended use of the products or services.
- 12.6 The statute of limitations for the Customer's statutory claims for warranty for defects shall be twelve (12) months after surrender of the products or provision of the other services. This limitation shall not apply to the extent the law stipulates longer periods including, but not limited to, for construction services, intent, gross negligence, harm to life or limb or health, material breach of any contractual obligation, mandatory statutory liability norms including those specified in Germany's Product Liability Act (ProdHaftG), and non-compliance with a guarantee of quality.

The statutory regulations regarding suspension of expiry, suspension, and recommencement of deadlines shall remain unaffected.

- 12.7 Any recourse claims the Customer may have vis-à-vis SK pursuant to § 478 of Germany's Civil Code (BGB) (entrepreneur's recourse) shall apply only to the extent the Customer has not entered into

Responsible: Matthias Löbbers	Verified/Approved: Andreas Gerhardt	Page 9 of 13
----------------------------------	--	--------------

Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		

any agreements with its customer that exceed the statutory claims for defects. Item 12 below shall apply accordingly to the scope of the recourse claim the Customer may have vis-à-vis SK under § 478 para. 2 of Germany's Civil Code.


13 Returning Delivered Products or Samples

- 13.1 The Customer shall be responsible for and shall assume the cost of shipping returns. SK shall assume the costs of shipping returned samples as part of justified warranty.
- 13.2 If and when bulk goods are returned, the Customer shall pay EUR 250.00 (net) in processing fees per delivery. For returned products packed in bags, the Customer shall pay EUR 55.00 (net) in processing fees per pallet.
- 13.3 The invoiced amount minus the processing fees and deductions for defects, if any, shall be credited to the Customer within thirty (30) days after receipt and inspection of the delivered products for damages.
- 13.4 SK shall be entitled to refuse to accept the return of products delivered and other services provided if and when the returned products or other services have a defect for which the Customer is responsible. The Customer shall be obligated to pick up the products or other services within five (5) business days after SK's refusal to accept the returns. If and when the Customer fails to comply with this obligation, SK shall be entitled to dispose of the products or other services at the Customer's expense.

14 Industrial Property Rights, Copyright, and Defects of Title

- 14.1 SK reserves SK's unrestricted property rights and proprietary exploitation rights to estimates, drawings, models, parts, stencils, calculations, samples, analyses, and other documents (hereinafter, "**Documents**"). Documents shall be made accessible to third parties only with SK's prior consent in writing and shall be returned to SK without undue delay upon SK's request.
- 14.2 Unless agreed-upon otherwise, SK shall be obligated to make deliveries free of third-party industrial property rights and copyrights (hereinafter, "**Property Rights**") only in the country of the delivery destination. If and when a third party asserts a justified claim against the Customer due to a Property Rights violation by a product delivered or another service provided by SK and used as contractually agreed-upon, SK's liability within the warranty period vis-à-vis the Customer shall be as follows:
 - 14.2.1 SK shall be free to obtain, at SK's expense, a usage right for the products or other services affected, to change the products or other services in a way that Property Rights are not violated, or to replace the products or other services. If SK is not able to do so under reasonable conditions, the Customer may exercise the Customer's statutory right to rescind the contract. The right to reduce the price shall be excluded unless it concerns construction services.
 - 14.2.2 SK's aforementioned obligations shall apply only to the extent the Customer notifies SK in writing without undue delay of claims asserted by a third party, the Customer does not acknowledge the violation without SK's prior consent, and SK remains entitled to implement any and all defensive measures and conduct any and all settlement negotiations. If and when the Customer discontinues the use of products delivered or other services provided for reasons of damage mitigation or other important reasons, the Customer shall be obligated to

Responsible: Matthias Löbbers	Verified/Approved: Andreas Gerhardt	Page 10 of 13
----------------------------------	--	---------------

Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		


notify the third party that such discontinuation of use does not constitute acknowledgement of a Property Rights violation.

- 14.3 The Customer shall not be entitled to assert any claims to the extent the Customer is responsible for the Property Rights violation.
- 14.4 In addition, the Customer shall not be entitled to assert any claims to the extent the Property Rights violation resulted from special instructions given by the Customer which were not agreed upon in the contract, from any type of use not foreseeable by SK, or from the fact that the Customer changed products delivered or other services provided in breach of the contractual provisions or used them together with products or other services not delivered or provided by SK and the Property Rights violation is based solely thereon.
- 14.5 The Customer shall guarantee that the production of products or other services according to the Customer's instructions and composition of materials does not violate any third-party copyrights or other Property Rights in and/or outside of Germany. In the event justified claims against SK are asserted by a third party due to the violation of the aforementioned rights, the Customer shall release SK from any and all claims and subsequent costs upon SK's first request.
- 14.6 Subject to individual agreements stipulating otherwise, SK shall retain sole ownership of any and all samples, analyses, forms, tools, and construction documents created by SK to carry out the assignment. SK shall be entitled to any and all rights and claims thereto including if and when the Customer shared the cost of preparing samples, analyses, forms, tools, and construction documents. SK alone shall be entitled to any and all know-how and any and all Property Rights created as part of the services to be provided by SK.

15 Liability

- 15.1 SK shall be liable for intent and gross negligence only. Liability for damages resulting from minor negligence shall be excluded. Liability shall be limited to direct damages; liability for indirect damages shall be excluded.
- 15.2 SK's liability for gross negligence or breach of material contractual obligations that must be met to make the proper fulfillment of the contract possible and on the meeting of which the Customer relies and can rely shall be limited to the damages typical to this type of contract and to foreseeable damages.
- 15.3 The statute of limitations for any and all claims the Customer may be entitled to assert for damages shall be twelve (12) months. The same shall apply to claims the Customer may assert in connection with measures to avert damage (e.g., recalls). Claims for damages under Germany's Product Liability Act shall be subject to the statutory statute of limitations.
- 15.4 The aforementioned liability limitations shall not apply to malicious non-disclosure of a defect, non-compliance with a guarantee regarding a specific quality, harm to life or limb or health, or breach of mandatory legal provisions including in Germany's Product Liability Act.
- 15.5 The aforementioned regulations shall not be connected with any changes to the burden of proof to the Customer's detriment. Any other claims the Customer may be entitled to assert shall be excluded.
- 15.6 Cases in which SK's liability is excluded or limited also shall apply to the liability of SK's employees, staff, workers, representatives, and agents.

Responsible: Matthias Löbbers	Verified/Approved: Andreas Gerhardt	Page 11 of 13
----------------------------------	--	---------------


Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		

16 Product Liability

- 16.1 The Customer shall use the products and other services as contractually agreed-upon and in line with the instructions and safety datasheets SK makes available including, but not limited to, refraining from altering or removing any warning labels regarding the use of the products and/or other services. If and when the Customer fails to meet this obligation, the Customer shall indemnify SK from third-party product liability claims inter se unless the Customer is not responsible for the error on which liability is based.
- 16.2 If and when SK must recall products or issue warnings due to defects in products, to the best of its abilities the Customer shall cooperate with and support SK in implementing any and all measures SK deems necessary and expedient. SK shall be obligated to assume the costs of product recalls or warnings unless SK is not responsible for the defects in the products and the resultant damages according to the principles of product liability laws.
- 16.3 The Customer shall notify SK in writing without undue delay of any and all risks related to the use of the products and about potential defects in the products of which the Customer obtains knowledge.

17 Communication with SK

- 17.1 SK shall be available to the Customer by phone, e-mail, fax, and EDI during SK's regular business hours. The cost of EDI communication including, but not limited to, new connections shall be assumed by the Customer.
- 17.2 The Customer shall direct any queries to the respective contact person in SK's sales department.
- 17.3 In addition, the Customer may direct any questions regarding order handling, logistics and/or services to SK's internal sales department.

Doc. no.: 22161700 Doc. type: Dokumente	Version: 2 Valid from: 13.05.2024	
General Terms and Conditions of Sale [EN]		

18 Final Provisions, Applicable Law, Venue

- 18.1 Side agreements, changes, and amendments to these GTCS and the contracts entered into by and between SK and the Customer shall be valid only if confirmed by SK in written form. This requirement of the written form also shall apply to the above requirement of the written form itself.
- 18.2 These GTCS and any and all contracts entered into by and between SK and the Customer shall be subject exclusively to the laws of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), and international private laws.
- 18.3 Unless agreed upon otherwise by the parties hereto in written form, the place of performance regarding deliveries or other services by SK shall be SK's delivering factory. The same shall apply to claims regarding supplementary performance.
- 18.4 The venue for any and all disputes arising from or in connection with the business relationship between SK and the Customer shall be Koblenz, Germany exclusively. However, SK also shall be entitled to sue the Customer in the city where the Customer's registered offices are located.
- 18.5 If any provision in these GTCS is or becomes invalid or unenforceable, the validity of the remainder of the provisions in these GTCS shall remain unaffected. SK and the Customer undertake to replace an invalid or unenforceable provision with a provision that comes as close as possible to the economic success and purpose of the invalid or unenforceable provision. The same shall apply to gaps in these GTCS.

Dated May 2024