

General Terms and Conditions of Sale  
(February 2024 Edition)

**Artikel 1. Scope**

The present General Terms and Conditions of Sale (hereinafter the "GTC") define the terms and conditions of the supply of Products and/or Services by LEBRONZE ALLOYS GERMANY (hereinafter the "Supplier" or "LBA") to the Purchaser (hereinafter the "Purchaser"). The Supplier and the Purchaser are hereinafter referred to individually as the "Party" or collectively as the "Parties".

All offers and supply of Products and/or Services of the Supplier are made exclusively on the basis of these GTC. They form an integral part of all contracts which the Supplier concludes with the Purchaser concerning the supply of Products and/or Services which it offers. They also apply to all future offers or supply of Products and/or Services to the Purchaser, even if they are not the subject of a separate new agreement.

The general terms and conditions of the Purchaser or of third parties do not apply, even if the Supplier does not specifically object to their validity. If the Supplier refers to a communication containing or referring to the general terms and conditions of the Purchaser or a third party, this does not mean that the Supplier accepts their application.

**Artikel 2. Offers, Orders and Contracts**

**2.1. Contract formation**

A Contract shall only be formed and therefore binding on the Parties in the following cases:

- (i.) The Supplier's Offer accepted and signed by the Purchaser, and/or confirmed by means of an Order setting forth point by point the various elements of said Offer; or,
- (ii.) The Purchaser's Order, accepted in writing by Supplier by means of an acknowledgement of receipt; or
- (iii.) Special Terms and Conditions of Sale, together with these GTC, signed by the Supplier and the Purchaser; or
- (iv.) A master agreement, signed by the Supplier and the Purchaser.

No reservation made by the Purchaser with respect to these GTC shall be deemed accepted without the prior written consent of the Supplier.

**2.2. Offer submission**

Unless otherwise stipulated in the Offer, or unless expressly waived by the Supplier, the validity period of the Offers is limited to twenty-four (24) hours from the time the Offer is sent. After this period, the Supplier shall no longer be bound by its Offer, or shall have the right to refuse the Order or to modify the terms of the Offer and/or Order.

All Offers, Orders and Contracts shall be made in writing. The Supplier and the Purchaser shall not be bound by verbal Offers, Orders or Contracts. This also applies to additions and amendments to the agreements made, including these GTC.

**2.3. Order taking**

Upon receipt of an Order from the Purchaser, the Supplier shall use its best efforts to respond (accept, reject, or request modifications) to the Purchaser within five (5) business days for Standard Products, and fifteen (15) business days for Specific Products, from receipt of the Order. If Purchaser fails to receive such confirmation, the Order shall be deemed to have been rejected.

The Supplier reserves the right to refuse to honor the Order in the event that the Purchaser places an Order without having paid for previous Orders delivered.

**2.4. Order modification**

Any request for modification of an Order (quantity, technical modification, controls, packaging, etc.) shall be considered by the Supplier only if the request is made in writing and received by the Supplier within four (4) business days after receipt of the initial Order.

In such case, the changes shall be subject to a price revision and the Supplier shall be released from the delivery terms initially agreed upon. A new Acknowledgement of receipt will be sent to this effect.

**2.5. Order cancellation**

By principle, Orders transmitted and accepted by the Supplier are irrevocable for the Purchaser.

However, in exceptional cases, the Supplier may accept a cancellation of an Order in exchange for the Purchaser paying all costs incurred by the Supplier as a result of such cancellation (raw materials, production, energy, transportation, labor, etc.).

**2.6. Minimum order quantity**

The Supplier reserves the right to set a minimum quantity per line of orders corresponding to a minimum production launch quantity. These minimum quantities per type of Product are available on request from the Supplier's Sales Department.

Any deviation from this minimum order quantity, at the request of the Purchaser, shall entail acceptance by the Purchaser of a flat rate charge, in accordance with the schedule communicated by the Supplier's Sales Department.

**2.7. Special case of the sale of waste (chipe)**

In case of sale of Scraps by the Supplier, analyzed by the Purchaser, unless otherwise specified, the Supplier shall issue an initial invoice based on its own estimates, which the Purchaser undertakes to pay within a maximum period of sixty (60) days.

Purchaser shall then undertake to perform chemical analyses of the material / Scraps within a maximum of thirty (30) days from receipt. Should the Supplier fail to receive such analyses after this period, the Supplier shall consider its own estimates to be correct and its initial invoice final.

Depending on the results of the analysis by the Purchaser within the said period, the Supplier shall issue a credit note (in case of negative deviation) or a debit note (in case of positive deviation), which the Purchaser undertakes to pay within a maximum period of thirty (30) days.

In case of sale of Scraps by the Supplier, without condition of analysis of the Scraps by the Purchaser, unless otherwise specified, payment shall be made in cash on the date of the invoice.

**Artikel 3. Packaging and marking**

Packaging and marking, if any, shall be done in accordance with the standards adopted by the Supplier, adapted according to the chosen mode of transport (road, sea or air), and in compliance with the regulations in force within the European Union.

If the Purchaser has specific requirements in these respects (e.g., wooden packaging in accordance with ISPM15, recycled packaging, engravings, etc.), it shall inform the Supplier without delay, and at the latest at the time of the Order. In this case, the Purchaser shall remain responsible for its requirements or lack of information on the necessary precautions to be taken for certain Products intended for certain countries.

**Artikel 4. Transport**

If the Purchaser imposes its own carrier or special transport conditions, the Supplier shall be entitled to invoice the Purchaser for the additional transport costs that it may incur as a result. In addition, the Products shall travel at the Purchaser's risk in such cases.

In the event of damage or missing, it is the Purchaser's responsibility to make any necessary claims on the "CMR" car transport bill of lading (in the case of road transport) or on any other transport document (in the case of sea or air transport), and to confirm its reservations by registered letter with acknowledgement of receipt within three (3) days following receipt of the Products. This notification must be sent to the Supplier when it is in charge of the transport, or directly to the Carrier when the Purchaser is in charge of the transport. In these cases, the Purchaser shall provide the Supplier and/or the Carrier with as much information as possible justifying the damage or the missing Product (detailed reasons, photos, etc.).

**Artikel 5. Delivery**

**5.1. Quantity delivered**

In the event of multiple supplies over the long term, the Purchaser shall, as far as possible, communicate to the Supplier an annual forecast of the quantities and delivery dates of the Products, including a period of firm orders corresponding to the standard manufacturing lead time, and at least three (3) months before the Products leave the factory.

Unless otherwise agreed, the Products sold by weight, meter or piece are invoiced on the basis of the quantities actually delivered, which may vary by +/- 10% from the quantities ordered.

**5.2. Production and Delivery Times**

The Supplier may indicate in its Offers and/or Order Acknowledgements a production lead time (transport not included), and/or a delivery time (transport included).

to comply with these times, which are, however, provided for information purposes only, unless a fixed deadline or a fixed date has been expressly promised or agreed.

The Supplier may - without prejudice to its rights arising from the Purchaser's default - demand from the Purchaser an extension of the delivery of the Products and the performance of the Services deadlines or a postponement of the delivery and performance dates by the period in which the Purchaser fails to meet its contractual obligations to the Supplier.

The Supplier shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the Contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining the necessary official permits, pandemics or epidemics, official measures or non-delivery, incorrect delivery or late delivery by suppliers despite a congruent hedging transaction concluded by the supplier) and for which the Supplier is not responsible.

If such events make delivery or performance significantly more difficult or impossible for the Supplier and the hindrance is not only of a temporary nature, the Supplier shall be entitled to withdraw from the Contract subject to a notice period of 30 calendar days.

In the event of hindrances of temporary duration, the delivery or performance periods shall be extended or the delivery or performance dates postponed by the duration of the hindrance plus a reasonable start-up period. If the Purchaser cannot reasonably be expected to accept the delivery of Products or Service due to the delay, it may withdraw from the Contract by immediate written declaration to the Supplier.

The Supplier is entitled to make partial deliveries if:

- (i.) the partial delivery can be used by the Purchaser for the contractually intended purpose,
- (ii.) the delivery of the remaining ordered Products is secured, and
- (iii.) the Purchaser does not incur any significant additional work or costs as a result (unless the Supplier agrees to bear these costs).

**5.3. Late delivery**

The occurrence of a possible delay in delivery on the part of the Supplier shall be governed by the statutory provisions. In any case, however, a reminder from the Purchaser is required.

In the event of late delivery of the Products, the Purchaser shall be entitled to claim late delivery penalties, after formal notice from the Supplier, as of the 30<sup>th</sup> day of delay, of 0.5% of the purchase price of the delayed Products only, for each week of delay. The late payment penalties shall not exceed 5% of the purchase price of the delayed Products only.

Late payment penalties shall only be applied if the delay is entirely attributable to the Supplier or its subcontractors.

These penalties shall be in the nature of liquidated damages, exclusive of any other form of compensation.

**5.4. Delivery conditions**

Unless otherwise specified in the Contract, the Products shall be delivered in accordance with the EXW Incoterm (CCI, 2020 Edition) of the Supplier's manufacturing site.

The Purchaser agrees to take delivery within five (5) days of the notice of availability. If the Purchaser fails to take delivery of the Products, the Purchaser shall nevertheless be obligated to make the payments under the Contract on that date and shall bear the risk from that date. In addition, the Purchaser shall owe the Supplier the costs resulting from the late collection/delivery, in particular the storage and handling costs incurred by the Supplier, estimated at 3% / month of the price of the Products concerned. The assertion and proof of further or lower storage costs shall remain reserved.

Unless otherwise agreed by the Parties concerning the duration and costs of storage, the storage of the Products shall not exceed four (4) weeks from the date the Products are made available.

Beyond this period, the Supplier reserves the right to:

- (i.) retain and dispose of the Products by operation of law and/or resell them, and the Purchaser shall not be entitled to claim any compensation or refund of payments already made; and,
- (ii.) require the Purchaser to pay the Costs of transformation of the Products (excluding the material / Alloy Value) in addition to the above-mentioned storage and handling costs.

**Artikel 6. Price determination**

**6.1. Price setting**

Unless otherwise specified, the prices provided for in the Supplier's Offers are established in euros, exclusive of taxes, EX-WORKS, for the Products made available in the Supplier's manufacturing Site, with standard packaging depending on the type of Products.

The Supplier may offer either an overall price, or a price broken down into:

- (i.) the Transformation Cost,
- (ii.) the Alloy Value (unless otherwise specified, the Alloy Value is, inter alia, determined on the basis of the LME (London Metal Exchange) prices of the day of the Order)
- (iii.) packaging,
- (iv.) transportation, and,
- (v.) miscellaneous / other premiums.

Unless otherwise specified, the Supplier's Offer shall be valid for a period of twenty-four (24) hours from the hour of its transmission to the Purchaser, subject to the stability of metal prices.

In the event that the Supplier arranges transport, this shall be subject to a specific quotation.

**6.2. Price revision**

The prices indicated in the Offers correspond to the quantities and rates requested, and are therefore subject to revision in the event of a change in such quantities and rates.

Similarly, the prices indicated in the Offers correspond to the economic, fiscal and social conditions known on the date of the Offer, and are therefore subject to revision in the event of a change in these conditions. Any increase in duties and taxes subsequent to acceptance of the Order shall be borne by the Purchaser, even in the case of a "duty paid" sale.

## Artikel 7. Payment terms

### 7.1. Payment conditions

Unless otherwise specified, the payment for the Products and/or Services shall be made by bank transfer, without discount, and in cash on the date of the invoice.

### 7.2. Late payment

In the event of late payment of the sums due by the Purchaser beyond the set deadline, late payment penalties calculated at the European Central Bank's semi-annual key rate in force plus 9 points shall be automatically and by operation of law payable to the Supplier, without any formality or prior formal notice.

A fixed indemnity for collection costs in the amount of 40 euros shall also be due, by operation of law (Section 288 (5) BGB). The Supplier reserves the right to ask the Purchaser for additional compensation if the collection costs actually incurred exceed this amount, upon presentation of supporting documents.

The Supplier shall be entitled to perform or render outstanding Products deliveries or Services only against advance payment or provision of security if, after conclusion of the Contract, it becomes aware of circumstances which are likely to significantly reduce the Purchaser's creditworthiness and which jeopardize the payment of the Supplier's outstanding claims by the Purchaser arising from the respective contractual relationship (including from other individual orders to which the same Contract applies).

The Supplier reserves the right to request payment for Products and/or Services prior to shipment for future Orders.

### 7.3. No off-setting

With regard to the payments owed by it, the Purchaser shall only have a right of set-off or retention in the case of counterclaims that are undisputed by the Supplier or have been legally established, subject to the statutory requirements and only with regard to those deliveries to which the respective payment obligation relates.

### 7.4. Factoring

The Supplier reserves the right to assign its invoices to a Factoring Company, without this resulting in any change in the performance of the Contract. Payment of said invoices shall be made to the Supplier or directly to the Factoring Company. In the latter case, the Purchaser shall be informed by the Factoring Company.

## Artikel 8. Invoicing terms

The Supplier shall issue dematerialized invoices with all the mandatory mentions required by the Law, and shall send them by e-mail to the e-mail address indicated on the Purchaser's Purchase Order.

Any invoice dispute shall be detailed, based on documented and communicated evidence, and shall be formulated in writing, within a maximum period of eight (8) weeks from its receipt. After this period, the invoice shall be deemed to have been accepted as it stands, and no further dispute shall be admissible. In the event of a dispute concerning only part of the invoice(s) concerned, the undisputed part shall be paid by the Purchaser within the period agreed by the Parties.

## Artikel 9. Transfer of risk

The transfer of risk shall take place in accordance with the chosen INCOTERMS.

Otherwise, it shall take place at the time of delivery of the Products to the Purchaser, as indicated in the Order Acknowledgement of receipt.

## Artikel 10. Retention of title

The retention of title agreed below serves to secure all existing current and future claims of the Supplier against the Purchaser arising from the supply relationship existing between the contracting parties in respect of the Products (including the balance claims from a current account relationship limited to this supply relationship).

The delivered Products shall remain the property of the Supplier until full and effective payment of the price and, where applicable, penalties and interest for late payment has been received. Any clause to the contrary, in particular inserted in the Purchaser's General Terms and Conditions of Purchase, shall be deemed unwritten. The Purchaser shall store the Products delivered subject to retention of title free of charge for the Supplier.

The Purchaser may process and sell the Products delivered subject to retention of title in the ordinary course of business until the event of realization (see last paragraph below). Pledges and transfers by way of security are not permitted.

If the Products delivered subject to retention of title are processed by the Purchaser, it is agreed that the processing is carried out in the name and for the account of the Supplier as manufacturer and that the Supplier directly acquires ownership.

If the processing is carried out from materials of several owners or if the value of the processed item is higher than the value of the Products subject to retention of title, the Supplier acquires co-ownership (fractional ownership) of the newly created item in the ratio of the value of the Products, subject to retention of title to the value of the newly created item. In the event that the Supplier does not acquire such ownership, the Purchaser hereby assigns to the Supplier its future ownership or co-ownership of the newly created item as security in the above-mentioned ratio.

If the Products delivered subject to retention of title are combined or inseparably mixed with other items to form a uniform item and if one of the items is to be regarded as the main item, so that the Supplier or the Purchaser acquires sole ownership, the Party to which the main item belongs shall transfer co-ownership of the uniform item to the other Party in the ratio specified above.

In the event of the resale of the Products delivered subject to retention of title, the Purchaser hereby assigns to the Supplier by way of security the resulting claim against the customer - in the case of co-ownership of the Supplier in the Products delivered subject to retention of title in proportion to the co-ownership share. The same shall apply to other claims which take the place of the Products delivered subject to retention of title or otherwise arise with regard to the Products delivered subject to retention of title, such as insurance claims or claims in tort in the event of loss or destruction. The Supplier revocably authorizes the Purchaser to collect the claims assigned to the Supplier in its own name. The Supplier may only revoke this direct debit authorization in the event of realization.

If third parties seize the Products delivered subject to retention of title, the Purchaser shall immediately inform them of the Supplier's ownership and inform the Supplier thereof in order to enable the Supplier to enforce its ownership rights. If the third party is not in a position to reimburse the Supplier for the judicial or extrajudicial costs incurred in this connection, the Purchaser shall be liable to the Supplier for these costs.

The Supplier shall release the Products delivered subject to retention of title and the items or claims replacing them if their value exceeds the amount of the secured claims by more than 50%. The Supplier shall be responsible for selecting the items to be released.

If the Supplier terminates the Contract because of a contractual breach by the Purchaser - in particular in the event of default in payment, the Supplier shall be entitled to demand the return of the Products delivered subject to retention of title.

## Artikel 11. Intellectual property

### 11.1. Purchaser's Background Knowledge

The Purchaser shall remain the owner of its Background Knowledge transmitted, where applicable, to the Supplier under the Contract. The Purchaser authorizes the Supplier and any of its subcontractors and suppliers, for the purposes of the performance of the Contract, to make use of said Background Knowledge (e.g.: drawings, specifications, usage properties, downstream process data, test results, etc.), in particular in the event of the manufacture of the Specific Product(s).

### 11.2. Supplier's Background Knowledge

The Supplier shall remain the owner of its Background Knowledge used to perform the Contract, in particular in the event of the manufacture of Standard Product(s). The delivery of the Products shall not entail any transfer of intellectual property rights to the Purchaser in respect of the said Background Knowledge used to perform the Contract.

In the event that the Supplier holds one or more pre-existing patents necessary for the use of the Product(s) delivered under the Contract, the Supplier undertakes to grant a non-exclusive and non-transferable license to the Purchaser in respect of the said pre-existing patent(s). In this case, the license is granted for the purpose of processing, incorporating into an assembly or distributing (or any other right of use to be defined) the Product(s) in the country of delivery specified in the Order (or any other geographical area to be defined), to the exclusion of any other use. The Contract or a separate document shall specify the financial counterpart for such grant, which may be in the form of a lump sum or royalty.

### 11.3. Ownership of the Supplier's Foreground Knowledge

The Supplier shall remain the sole owner of all intellectual property rights or rights of use granted by third parties on the Foreground Knowledge as they are created. In this respect, the Supplier shall be free to exploit the Foreground Knowledge as it sees fit, in particular for commercial purposes or for its own research and development needs.

The Supplier alone shall decide on the appropriateness and choice of the terms and conditions of legal protection of the elements created in the performance of the Contract. In particular, in the event that the performance of the Contract leads to the development by the Supplier of elements that may be protected by an industrial property title, the application(s) for a title shall be made exclusively in the name and at the expense of the Supplier, unless a specific agreement is reached between the Parties.

The Purchaser undertakes not to claim any property right on the Foreground Knowledge and not to restrict the exploitation of the Foreground Knowledge by the Supplier, in particular, by an intellectual property right.

### 11.4. Right to use the Purchaser's Foreground Knowledge

The Supplier grants the Purchaser a right to use the Foreground Knowledge delivered to the Purchaser, if any, to carry out its usual activities of processing the Products, integrating the Products into an assembly or distributing the Products, which are the subject of the Contract, to the exclusion of any other use.

This right of use is granted for the legal term of protection of the concerned intellectual property rights, or in the case of Knowledge, as long as the Knowledge has not fallen into the public domain.

This right of use is personal, non-exclusive, non-transferable, worldwide, and does not include the right for the Purchaser to grant sub-licenses,

except with the specific prior written consent of the Supplier.

Unless otherwise stipulated in the Contract, the financial counterpart for this concession is fixed, and is included in the amount of the Contract.

## 11.5. Reserved application of LEBRONZE ALLOYS on the Background and Foreground Knowledges

Whether it concerns Background Knowledge or Foreground Knowledge, the Supplier shall remain the owner of the Intellectual Property rights and Knowledge on the following reserved applications:

- (i.) The manufacturing processes of the Products (casting, forging, stamping, extrusion, rolling, drawing, machining, forming, heat treatments, surface treatments),
- (ii.) The composition of the alloys of the Products,
- (iii.) The models, molds and tools (not supplied by the Purchaser) required for the manufacture of the Products,
- (iv.) Any adaptations that the Supplier has made to the molds or tools supplied by the Purchaser to ensure proper execution of the Products,
- (v.) The range rules (which define the rules to be followed at each stage of processing of the Products to obtain the desired characteristics),
- (vi.) Samples and blanks of the Products,
- (vii.) The certificates of control of the Products,
- (viii.) Studies and research and development work on the Products (research reports, and expert reports).

## 11.6. Indemnification obligation of the Supplier

The Supplier shall indemnify and defend the Purchaser against any claim by a third party alleging infringement, in the country of delivery indicated on the Order, of an intellectual property right under the Contract.

The Supplier shall, at its sole expense, defend the Purchaser and/or conduct any actions and proceedings of its choice at its own expense to stop the infringement, subject to the following conditions:

- (i.) The Purchaser shall have promptly given written notice of such action or claim or the statement preceding such action or claim, and
- (ii.) The Parties shall cooperate faithfully, in particular by providing all elements and information in their possession and possible assistance to successfully defend the interests of the Supplier and those of the Purchaser.

In the event that an infringement is proven by an enforceable court decision or in the event of a settlement with the complaining third party, the Supplier may, at its option and expense:

- (i.) obtain the right to continue to use the relevant Foreground Knowledge and/or,
- (ii.) modify or replace them in such a way as to stop the infringement.

However, the Supplier shall not be liable for:

- (i.) a claim, demand or action by a third party based on modified or revised Foreground Knowledge;
- (ii.) the combination of the Foreground Knowledges with other products or services if this forms the basis of an alleged infringement;
- (iii.) failure by the Purchaser to implement an upgrade provided by the Supplier that would have prevented the claim, demand or action;
- (iv.) unauthorized use of the Foreground Knowledge.

## 11.7. Indemnification obligation of the Purchaser

The Purchaser undertakes to indemnify the Supplier against any claim or action brought by a third party relating to intellectual property rights or know-how that may be claimed on the Purchaser's Background Knowledge (plans, technical specifications and specifications, and their conditions of implementation), and to compensate the Supplier for any costs and

indemnities that it may have to bear as a result. The Purchaser guarantees to be able to dispose of it freely, without contravening any contractual or legal obligation.

## Artikel 12. Confidentiality

These provisions are subject to a separate Non-Disclosure Agreement.

### 12.1. Principle of confidentiality

The Parties agree that the Confidential Information communicated by the other Party and the terms of the Contract shall be considered as confidential, and undertake not to communicate or disclose it, in whole or in part, in any form whatsoever, to third parties, without the prior written consent of the other Party. Affiliates shall not be considered third parties for purposes of this Article.

### 12.2. Obligations attached to the principle of confidentiality

Each Party agrees to:

- (i.) not publish or disclose, in any manner whatsoever, Confidential Information belonging to the other Party without its prior written consent;
- (ii.) take the necessary measures to preserve the confidentiality of such Information with the same diligence as it takes with its own confidential information;
- (iii.) use the Information solely for the purposes agreed between the Parties, namely to carry out the purpose of the Contract, and not to make any copy, extract, reproduction or any form of duplication of such Confidential Information for any purpose other than the performance of the Contract;
- (iv.) take all necessary steps to ensure that the Information is disclosed only to members of the personnel of each of the Parties, its subcontractors, consultants or advisors (legal, accounting, tax, etc.), agents, or to suppliers of the Supplier, whose intervention is essential to the performance of the purpose of the Contract, and to ensure that such members comply with the confidentiality obligations stipulated in this Article (including by signing non-disclosure agreements).

### 12.3. Exclusions

However, the provisions of this Article shall not apply to Information that the Receiving Party can demonstrate:

- (i.) at the time of its disclosure, it had already been published or, more generally, was in the public domain;
- (ii.) that they were published or became available to the public, after their disclosure, without any breach of the Contract;
- (iii.) it was lawfully acquired from a third party who is not directly or indirectly bound to the Party owning the Information by an obligation of confidentiality;
- (iv.) it was independently developed by the Receiving Party without breach of the Contract; or
- (v.) its use or disclosure has been authorized in writing by the Party that owns the Information.

The occurrence of any of the exceptions listed above shall in no way be construed as conferring upon the Receiving Party any right to the Confidential Information provided by the other Party.

In the event that either Party or person who has had access to Information is under a legal or judicial obligation to disclose such information, it shall promptly notify the other Party so that such Party may seek appropriate protection or other appropriate remedies.

Each Party acknowledges that any disclosure of the Information is contrary to the interests of the other Party, and thereby incurs an obligation of secrecy, the non-observance of which would result in the defaulting Party's obligation to cover the consequences under the terms and conditions of these GTC.

All Information, Knowledge and reproductions thereof, transmitted by either Party to the other

Party, shall be destroyed and certified as destroyed in writing, OR returned immediately to the Party that requested it as soon as such Information is no longer required for the purpose of the Contract.

This obligation of confidentiality shall survive termination and expiration of the Contract, and shall continue until the Information has entered the public domain.

## Artikel 13. Loyalty and good faith

In the negotiation, drafting and execution of the Contract, the Parties undertake always to act in good faith, loyalty and in a spirit of cooperation.

The Contract, as well as all agreements between the Parties, shall be interpreted in good faith.

## Artikel 14. Compliance

Each Party declares that it is aware of and undertakes to comply with all applicable laws and regulations, and in particular those described below in this Article 14.

Any breach of this Article 14 shall be considered a serious breach, for which the Party at fault shall be held solely responsible and the occurrence of which shall entitle the other Party to terminate all or part of the Contract without notice, automatically and without further formality, without prejudice to any legal proceedings that the aggrieved Party may bring in this respect.

### 14.1. Labor law

Each Party undertakes to comply with all applicable laws and regulations relating to employment and social protection, and to health, safety at work and the environment, in all countries where it operates.

### 14.2. Fair trade law

Each Party agrees to comply strictly with German and European fair trade laws and regulations that promote free and fair competition worldwide.

Each Party shall ensure that it does not engage in discussions or activities (e.g., in trade associations or with competitors) that could lead to the allegation or appearance of improper and anti-competitive behavior.

### 14.3. Anti-corruption

Each Party undertakes to comply with all German and European laws and regulations aimed at combating bribery and corruption in all countries where it operates.

The Parties shall not be involved or participate in any way in any act of corruption, either for their own benefit or for that which could compromise objective and fair business decisions. The Parties shall take measures to ensure that improper payments are not offered or made, or solicited or received, in the course of their activities.

The Parties shall establish a policy to protect employees who express concern or refuse to engage in bribery.

### 14.4. Product safety regulations

Each Party undertakes to comply with all regulations relating to the safety and traceability of Products, in Germany and in Europe, including in particular:

- (i.) The Regulation (EU) N° 1907/2006 of 18<sup>th</sup> December, 2006, concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, known as "REACH",
- (ii.) The Regulation (EU) N° 1272/2008 of 8<sup>th</sup> June, 2011, on the classification, labelling and packaging of substances and mixtures, known as "CLP",
- (iii.) Directive (EU) N° 2011/65/EU of 8<sup>th</sup> June, 2011, on the restriction of the use of certain hazardous substances in electrical and electronic equipment, known as "RoHS",
- (iv.) Directive (EU) n° 94/62/EC of 20<sup>th</sup> December, 1994, on packaging and packaging waste, known as "Packaging",
- (v.) any national rules that may result from the implementation of these regulations,
- (vi.) and any subsequent amendments thereto.

## 14.5. Export control regulations and comparable regulations

Each Party undertakes to comply with all applicable laws and regulations regarding import or export control, dual-use goods, international economic sanctions or embargoes (e.g., US International Traffic in Arms Regulation, known as "ITAR", US Export Administration Regulations, known as "EAR", EU Regulation No. 2021/821 on dual-use goods, etc.), and to obtain in a timely manner all required authorizations from the competent authorities.

In particular, the Purchaser undertakes to provide the Supplier with all required information (in particular on the purpose of the Products), as soon as possible and at the latest at the time of the Order, in order to enable the Supplier to assess whether the Products ordered fall within the scope of the said Regulations. If so, the Supplier shall determine the classification of the Products concerned and shall proceed with all the required formalities, and apply for a license if necessary.

In the event of erroneous information provided by the Purchaser, the latter undertakes to indemnify the Supplier against any claim or action brought by a third party as a result, and to compensate the Supplier for any costs and indemnities it may have to bear as a result.

## Artikel 15. Code of ethics and Compliance code

Each Party agrees to comply with the LEBRONZE ALLOYS Group Code of Ethics and Conduct, available on the LEBRONZE ALLOYS website: <https://www.lebronze-alloys.com/pdf/code-of-conduct-en.pdf>.

In addition, LEBRONZE ALLOYS has been a signatory of the United Nations Global Compact since 2011, concerning human rights, fundamental labor rights, environmental protection and the fight against corruption, and meets the 10 Sustainable Development Goals.

LEBRONZE ALLOYS requires the involvement of all supply chain stakeholders, upstream (suppliers of the Supplier, and its subcontractors) as well as downstream (the Purchaser, and the Purchaser's purchasers), in order to respect the commitments provided for by the said Code of Ethics and the United Nations Global Compact, by communicating and requesting all its partners to integrate these principles in their policies and business practices.

## Artikel 16. Warranty

### 16.1. Material scope of the warranty

The Supplier warrants the conformity of the Products:

- In the case of Standard Products: to the technical specifications, the Supplier's Product sheet, applicable Standards, according to the applications of the final Product declared by the Purchaser, or,
- In the case of Specific Products (specially manufactured for the Customer): to the drawings, technical specifications, applicable Standards, Purchaser's specifications, according to the applications of the final Product declared by the Purchaser, against defects in design or material (excluding any other requirements of the Purchaser that have not been brought to the Supplier's attention, such as requirements regarding appearance, dimensions, execution, installation, assembly, etc.).

Information provided by the Supplier on the object of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They do not represent guaranteed characteristics, but descriptions or identifications of the delivery or service. Customary deviations and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are

permissible insofar as they do not impair the usability for the contractually intended purpose.

The delivered Products must be carefully inspected immediately after delivery to the Purchaser or a third party designated by the Purchaser. With regard to obvious defects or other defects that could have been detected during an immediate and careful inspection, they shall be deemed to have been approved by the Purchaser if the Supplier does not receive a written notice of defects within seven (7) working days of delivery.

With regard to other defects, the delivered Products shall be deemed approved by the Purchaser if the Supplier does not receive the notice of defects within seven (7) working days of the time at which the defect became apparent; however, if the defect was already apparent at an earlier time under normal use, this earlier time shall be decisive for the commencement of the notice period.

At the Supplier's request, a rejected delivery Product shall be returned to the Supplier carriage paid. In the event of a justified notice of defects, the Supplier shall reimburse the costs of the most favorable shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.

### 16.2. Time scope of the warranty

The warranty period shall be one (1) year from delivery or, if Acceptance is required, from Acceptance. This period shall not apply to claims for damages by the Purchaser arising from injury to life, limb or health or from an intentional or grossly negligent breach of duty by the Supplier or its vicarious agents, which shall in each case become time-barred in accordance with the statutory provisions.

### 16.3. Content of the warranty

In the event of a proven defect in the Products (recognized by the Supplier), the Supplier undertakes to repair or replace the Products concerned, at its discretion and within a reasonable period of time, at the lowest transport rate, without further compensation. The defective Products thus replaced shall remain the property of the Supplier. All other operations preceding or following the implementation of the warranty shall be at the Purchaser's expense. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the Purchaser may withdraw from the Contract or reduce the purchase price proportionally.

If a defect is due to the fault of the Supplier, the Purchaser may claim damages under the conditions set out in Art. 17.

In the event of defects in components from other manufacturers which the Supplier cannot remedy for licensing or factual reasons, the Supplier shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the Purchaser or assign them to the Purchaser. In the case of such defects, the warranty claims against the Supplier shall only exist under the other conditions and in accordance with these GTCs if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or has no prospect of success, e.g. due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the Purchaser against the Supplier shall be suspended.

### 16.4. Warranty exclusions

Are excluded from the warranty:

- (i.) The non-conformities resulting from design or specifications imposed by the Purchaser or from information, products, molds, tools or materials supplied by the Purchaser;
- (ii.) The deterioration or accidents resulting from negligence, faulty installation, supervision or maintenance, or abnormal use or use of the Products not in accordance with the Supplier's instructions;
- (iii.) The non-conformities of the Products resulting from the Purchaser's decision to carry out modifications, repairs or

- adaptations of the Products itself or to have them carried out by third parties;
- (iv.) The non-conformities due to inadequate transport and storage conditions;
  - (v.) The normal wear and tear of the Products;
  - (vi.) The minor defects that do not affect the normal conditions of use of the Products or the performance provided for in the Contract;
  - (vii.) The incidents arising from acts of God or force majeure;
  - (viii.) The non-conformities declared to the Supplier beyond the warranty period indicated above; after this period, the Purchaser shall be definitively deprived of any warranty rights in this respect and no claim or request shall be admissible.

#### 16.5. Exercising conditions of the warranty

If, during the warranty period, a non-conformity is found, the Purchaser shall:

- (i.) notify the Supplier (its Sales or Quality Manager) in writing without delay (under the conditions of Article 37 "Communication") of the existence of such non-conformity, providing all information and evidence likely to characterize the nature of the non-conformity;
- (ii.) demonstrate, at its own expense, that the non-conformity is directly and exclusively attributable to the Supplier (e.g.: traceability, sample of the material delivered, photos, etc.);
- (iii.) give the Supplier every facility to proceed or to have a third party appointed for this purpose proceed with the observation of these non-conformities (e.g.: to arrange for a second opinion by an external laboratory), and to remedy them. In the event of recourse to a third-party expert, its analysis costs shall be borne by the Supplier if the non-conformity of the Products is confirmed; otherwise, these costs shall be borne by the Purchaser;
- (iv.) refrain, except with the express prior agreement of the Supplier, from carrying out itself or having a third party appointed for this purpose carry out the repair, to modify or have modified by a third party any part of the non-conforming Products.

Any return of Products must be accepted in advance by the Supplier. All risks related to the return of the Product shall be borne by the Purchaser until its final arrival at the Supplier's site.

#### Artikel 17. Liability

The Supplier's liability for liquidated damages, irrespective of the legal grounds, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, shall be limited in accordance with this Article 17 insofar as the Supplier is at fault in each case.

The Supplier shall not be liable in the event of simple negligence on the part of its directors, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are the obligation to deliver the Products on time, the absence of defects of title and of material which impair the functionality or usability of the Products, as well as duties of advice, protection and care which are intended to enable the Purchaser to use the delivered Products in accordance with the Contract or which are intended to protect the life and limb of the Purchaser's employees or to protect the Purchaser's property from considerable damage.

Insofar as the Supplier is liable for liquidated damages in accordance with the above paragraph, this liability shall be limited to damages which the Supplier foresaw as a possible consequence of a breach of Contract at the time of conclusion of the Contract or which it should have foreseen if it had exercised due care. Indirect damages and consequential damages that are the result of defects in the delivered Products are only eligible for compensation if such damages are typically to be expected when the delivered Products are used as intended. The above provisions of this paragraph shall not apply

in the event of intentional or grossly negligent conduct by members of the Supplier's executives.

The above exclusions and limitations of liability shall apply to the same extent in favor of the Supplier's executive, legal representatives, employees and other vicarious agents.

In the event of liability for simple negligence, the Supplier's obligation to pay compensation for material damage and other resulting financial losses shall be limited to the concerned net Purchase Order value, even if this involves a material breach of contractual obligations.

Insofar as the Supplier provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of Services owed by the Supplier, this is done free of charge and to the exclusion of any liability.

The limitations of this Article 17 shall not apply to the Supplier's liability for willful conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act (*Produkthaftungsgesetz*).

In the event of a damaging event, the Parties undertake to limit the consequences of this event as far as possible.

#### Artikel 18. Assignment and subcontracting

Each Party may not assign or transfer for any reason whatsoever, including but not limited to, by way of mergers and acquisitions, or partial contribution of assets, all or part of its obligations under the Contract to a third party (it being understood that Affiliates Companies are not considered as third parties), except with the prior written consent of the other Party.

The Supplier reserves the right to entrust third parties with the performance of part of the Products and Services. Under no circumstances shall the Purchaser be authorized to give any instructions whatsoever to the Supplier's subcontractors and/or suppliers.

#### Artikel 19. Hardship

If a Party wishes to invoke a contractual Hardship pursuant to Section 313 BGB, it shall notify the other Party in writing within a reasonable period of time and prove the existence of the legal requirements by means of appropriate evidence.

By express agreement between the Parties, in addition to the situations of Hardship as recognized by German law and case law, and also described above, the following events are presumed to meet the conditions of a situation of hardship entitling the Party to renegotiate the prices under the conditions described in this Article :

- (i.) Significant increase in metal prices;
- (ii.) Significant increase in energy prices (electricity, gas, or other);
- (iii.) Significant increase in tooling costs and production consumables (e.g. refractories, graphite, etc.);
- (iv.) Significant increase in transportation and logistics costs (e.g., fuel oil, etc.);
- (v.) Reduction in the payment terms of the Supplier's suppliers;
- (vi.) All events of force majeure or other events unforeseeable at the time of the conclusion of the contract listed in Article 5.2 which lead to an increase in the Supplier's costs (but not to an impossibility of performance).

If the new prices are agreed upon within thirty (30) days of the notification of the request to implement this Article, the Parties shall formalize them by means of an amendment.

If negotiations fail within thirty (30) days of the notification of the request to implement this Article, the Parties agree to terminate the Contract without delay or compensation, in writing (under the conditions of Article 37 "Communication").

#### Artikel 20. Invalid provisions

If any provision of the Contract or the application of such provision to either Party or to any circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Contract,

other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

The Parties shall then agree to substitute such invalid or unenforceable provision by a valid and enforceable provision which shall most closely achieve the purpose of the invalid or unenforceable provision.

#### Artikel 21. Governing law and dispute resolution

The relationship between the Supplier and the Purchaser shall be governed exclusively by German law, without reference to its conflict of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11<sup>th</sup> April, 1980 (CISG) is expressly excluded.

If the Purchaser is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany, the place of jurisdiction for any disputes arising from the business relationship between the supplier and the Purchaser shall be Lüdenschied or the Purchaser's registered office, at the Supplier's discretion. In these cases, however, Lüdenschied shall be the exclusive place of jurisdiction for all actions against the Supplier. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.

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