

General Terms and Conditions of Sale and Delivery of RICHARD ANTON KG

1. General information

The following General Terms and Conditions of Sale and Delivery (GTC) are an integral part of all supply contracts concluded with us. For contracts within the scope of an ongoing business relationship with merchants, the application of these GTC shall be agreed in advance for all future contracts. We shall not be bound by any terms and conditions of purchase of the customer that conflict with these GTC, even if we have not expressly objected to them.

2. Offer

Our offers are non-binding. All contracts are concluded on the basis of our written order confirmation. Our sales representatives are only authorised to act as intermediaries and are not authorised to conclude contracts.

3. Prices

Our prices are net prices ex works, unless otherwise agreed. Freight, customs duties and taxes as well as VAT at the statutory rate shall be charged additionally. Increases in the price of materials and other production costs arising 4 weeks after the conclusion of the contract and before delivery shall oblige the Buyer to agree to an appropriate price adjustment in consultation with us, unless they are due to circumstances for which we are responsible. If we have to deliver the goods, additional costs due to the obstruction of rail, car or water routes as well as freight increases shall lead to a corresponding price adjustment and shall be borne by the buyer.

4. Payments

Our invoices are "strictly net cash" and due for immediate payment. If discounts and/or payment terms are granted, this shall be noted separately on the order confirmations and invoices. Cheques and bills of exchange shall only be accepted on account of performance and shall only be credited after they have been honoured. Onward issue and prolongation shall not be deemed fulfilment. Our representatives are not authorised to collect payments. In the event of late payment or culpable exceeding of the payment terms specified by us, we shall be entitled to demand interest in the amount of 9 percentage points above the respective base interest rate in accordance with § 247 BGB. The assertion of further damages (possibly also higher interest) is not excluded.

5. Deliveries

The delivery periods shall commence on the date of the order confirmation. We are authorised to make partial deliveries to a reasonable extent. Our obligation to deliver shall be suspended as long as the buyer is in default with an obligation to us from an earlier delivery contract. Events of force majeure for which we are not responsible, energy and raw material shortages, strikes, lockouts, traffic disruptions, war, fire, blockades, export and import bans or orders from higher authorities shall extend the delivery periods to a reasonable extent. The aforementioned events also authorise us to withdraw from the contract to the extent that the goods have not yet been delivered and cannot be procured within a reasonable delivery period. In all other respects, we reserve the right to correct and timely self-supply. The declaration made to us by our raw material suppliers about the circumstances that have occurred with them shall be deemed sufficient proof that we are hindered in the delivery. The buyer may only withdraw from the contract within the framework of the statutory provisions if we are responsible for the delay in delivery. At the supplier's request, the purchaser is obliged to declare within a reasonable period of time whether it is cancelling the contract due to the delay in delivery or insisting on delivery.

If it becomes apparent to us that our payment claim is jeopardised due to a deterioration in the financial circumstances or otherwise due to the Buyer's inability to pay, we shall be entitled to refuse performance. If this jeopardisation of our payment claim becomes apparent at a time at which we are not yet obliged to make payment to the buyer, we shall be entitled to set the buyer a reasonable deadline for the provision of security for our payment claim. After unsuccessful expiry of the deadline, we shall be entitled to withdraw from the contract. Otherwise, § 321 BGB shall apply.

6. Dispatch / Transfer of risk

The goods travel at the risk of the buyer. The risk shall pass to the Buyer when the goods are handed over to a forwarding agent, carrier or other person or organisation designated to carry out the shipment, at the latest when the goods leave the factory or warehouse. We are free to choose the mode of despatch, unless expressly agreed otherwise. We shall use packaging and loading equipment at the Buyer's risk against reimbursement of the costs. If the loading equipment is returned to us immediately and undamaged free of charge, we shall only charge a hire fee. Transport insurance will only be taken out at the express request and expense of the buyer. Delayed dispositions and traffic obstructions for which we are not responsible as well as default of acceptance by the buyer shall entitle us to invoice goods ready for dispatch immediately, to store them at the buyer's risk and expense or to hand them over to a forwarding agent, carrier or warehouse keeper. Additional costs due to delayed collection or provision of means of transport shall be borne by the buyer. If the buyer is in default of acceptance, we may also set a reasonable grace period and withdraw from the contract if this expires without result.

7. Defect rights of the buyer

Claims due to defects in the delivered goods shall become statute-barred after one year - subject to the provisions of Clause 10. This shall not apply if the law prescribes longer periods in accordance with §§ 438 Para. 1 No. 2 (buildings and building materials), 445b Para. 1 (right of recourse) and 634a Para. 1 No. 2 (buildings) BGB.

The statutory provisions on the commencement of the limitation period, suspension of expiry, suspension and recommencement of the limitation period shall remain unaffected. If the subsequent fulfilment fails, the buyer may withdraw from the contract or reduce the purchase price without prejudice to any claims for damages in accordance with Clause 10. Recourse claims of the buyer against us in accordance with §§ 445a, 478 BGB shall only exist insofar as the buyer has not made any agreements with his customer that go beyond the statutory claims for defects.

Special features for deliveries of carbon products:

The carbon content of the graphite supplied by us is determined by sampling and analysis by the supplying plant. The carbon and ash contents refer to analysed material dried at 110 to 120°C to constant weight. For the determination of the carbon, iron and sulphur content, the test methods used by the supplier in accordance with the generally recognised rules of technology shall apply. The carbon content of the graphite supplied by us is of average type and quality if the average of all individual samples is within the content specifications of the respective grade. Deviations in the carbon content of up to 2% and in the grain size of up to 10% from the specified minimum value are permissible; weight differences of up to 2% are deemed insignificant and will not be charged pro and contra. The buyer is obliged to inspect the goods immediately after receipt by taking and analysing an appropriate number of samples and to report any defects found without delay. The same applies to incorrect or short deliveries. In the case of sales "by sample" or "according to sample", the sample sent shall only serve as a reference sample for the quality of the goods within the above-mentioned tolerances.

Special features for pig iron deliveries:

Deviations from the agreed thickness and length dimensions and from the weight of the goods are always permitted within customary limits. Excess or short deliveries of up to 10% shall be within the limits of average type and quality. The accuracy of the individual weights is not guaranteed; the total weight of the consignment is decisive. The buyer is obliged to inspect the goods immediately upon receipt and to report any defects, incorrect or short deliveries without delay. The completeness of the material and weight must be checked upon receipt of the consignment. Any differences should be certified by the railway or the delivering carrier.

Insofar as a limitation of liability or an exclusion of liability is associated with the above provisions, Section 10 of these GTC shall apply.

8. Retention of title

The goods delivered by us shall remain our property until the purchase price and all ancillary claims arising from the purchase transaction have been paid in full - in the case of acceptance of cheques or bills of exchange until they have been honoured. In current account transactions, our retention of title shall not expire until the balance claim has been settled. If we assume liability for cheques or bills of exchange in connection with the payment of the reserved goods at the buyer's request, the reservation of title shall only expire when we are finally released from the liability assumed. If the buyer processes the goods subject to retention of title on our behalf, thereby creating a new item, we shall be deemed to be the manufacturer of the new item and shall immediately acquire ownership. Any expectant right of the buyer to the old item shall also continue to apply to the new item.

If the item is manufactured from materials from different suppliers, we shall acquire co-ownership, whereby our share shall be determined according to the ratio of the value of the reserved goods to the total value of the new item. If an item delivered by us becomes the main item by combining essential components of another item, it is agreed that co-ownership of the main item shall pass to us in the ratio of the invoice value of our item to the invoice value or, in the absence of an invoice value, to the current value of the main item. In this respect, the main item shall be stored for us by the Buyer free of charge with the care customary in the trade. In the other cases listed above, the buyer shall also store the new item for us; he shall ensure that the items in our ownership or co-ownership are secured and properly stored and shall insure them against theft, fire and other property damage at his (the buyer's) expense.

If the Buyer is in default of payment, we shall be entitled to withdraw from the contract and take back the goods after the unsuccessful expiry of a reasonable deadline set for the Buyer; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The same applies to other breaches of duty if we cannot reasonably be expected to adhere to the contract. The buyer is obliged to surrender the goods. Upon approval of the claim for surrender, we shall be entitled to appropriate utilisation of the item. The realisation shall take place with the realisation proceeds being offset against the purchase price after prior warning of the realisation. A right of retention can only be asserted against this claim for surrender on the basis of a recognised or legally established claim.

The purchaser may only dispose of our property or co-property in the ordinary course of business. Limited to the invoice value of the delivered item, the buyer hereby assigns all claims - in the case of current account transactions, the future balance claim - against third parties arising from the sale of the items in our ownership or co-ownership. If the Buyer's claims also relate to other items or if we are only entitled to co-ownership, only that part of the claim shall be deemed assigned to us which corresponds to the value of the item belonging to us or our co-ownership share at the time of the legal act. We hereby accept the aforementioned assignments. The purchaser is obliged to inform his customers of this assignment of claims. The purchaser is authorised to collect the claim from the resale despite the assignment as long as he does not fall into arrears with his payment obligations, becomes insolvent or otherwise jeopardises our security interest. We may at any time demand from the buyer the information required to assert our claims. The buyer is entitled to a release claim if the actual realisable value of the

assigned claims at the time of realisation amounts to the cover limit of 110% of our secured claim including interest. The realisable value of the security shall be determined by the nominal amount of the claims less claims which have not been acquired, which are subject to a defence or which are offset by a counterclaim. At the buyer's request, we shall release our claims to this extent. The purchaser must inform us immediately in writing of all access by third parties to the items in our ownership or co-ownership or to the claims and demands assigned to us, in particular of enforcement measures, and of all damage occurring. In the event of third party seizure of the reserved property, the purchaser shall bear all costs necessary for the cancellation of the seizure, in particular by means of third-party proceedings, and for the replacement of the item.

9. Liability

We shall be liable without limitation for claims for damages and reimbursement of expenses of the Buyer (hereinafter: claims for damages), irrespective of the legal grounds, in particular for breach of duties arising from the contractual obligation, for delay in performance and for tort, in the event of damage caused by grossly negligent or intentional breach of duties by us, our legal representatives or vicarious agents. In cases of slight negligence, we shall only be liable - unless otherwise regulated below - in the event of a breach of a contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the buyer may regularly rely (so-called "cardinal obligations"), limited to compensation for the damage foreseeable and typical for the contract at the time of conclusion of the contract. Our liability is otherwise excluded, unless otherwise stipulated below.

The above limitations and exclusions of liability shall not apply if we have fraudulently concealed the defect, assumed a guarantee for the quality of the item or the procurement risk. Liability for culpable injury to life, limb or health also remains unaffected; this also applies to mandatory liability under the Product Liability Act.

Insofar as our liability is limited or excluded, this shall also apply in favour of our legal representatives and vicarious agents if claims are asserted directly against them.

A change in the burden of proof to the detriment of the buyer is not associated with the above provisions.

10. Place of fulfilment and jurisdiction

In our legal relationship with merchants, the place of fulfilment is our registered office (Munich) and the place of jurisdiction is Munich (city).

11. Applicable law

The legal relationships in connection with this contract shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12. Secrecy

Working documents and information that reveal our expertise may not be made accessible to third parties without our consent.

13. Partial ineffectiveness

Should any of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid contractual provisions shall be replaced by the statutory provisions.

Status: May 2024