

General Terms and Conditions of Delivery and Payment of MAILER STAHL GmbH & Co. KG

1. Scope of application / Customer's differing terms and conditions

1.1 The following General Terms and Conditions of Delivery and Payment (hereinafter referred to as "**General T&Cs**") apply exclusively to businesses within the meaning of Section 14 of the *Bürgerliches Gesetzbuch* ("**BGB**") [German Civil Code] i.e. to natural persons or legal entities which, when concluding a legal transaction, are acting in the performance of their commercial or independent professional activities, and to legal entities under public law or special funds under public law (hereinafter referred to respectively as "**Customer**").

1.2 Our services and deliveries (including related information and advice) shall be provided exclusively on the basis of these General T&Cs. They shall also apply to all future transactions, insofar as they are of the same nature.

1.3 We do not recognise Terms and Conditions of the Customer, which are contrary to or differ from our General T&Cs, unless we expressly approve their validity. Our silence regarding such differing General Terms and Conditions shall not in particular be deemed to be recognition or consent, and this shall also apply to future contracts.

1.4 Our General T&Cs shall apply in place of any General Terms and Conditions of the Customer, even if, according to such Terms and Conditions, acceptance of an order provides for unconditional recognition of the General Terms and Conditions or we deliver, after the Customer has indicated the validity of the Customer's General Terms and Conditions, unless we have expressly waived the validity of our General T&Cs in writing.

1.5 If framework contracts have been concluded between ourselves and the Customer, these shall take precedence. Unless more specific provisions have been agreed upon therein, they shall be supplemented by these General T&Cs.

2. Quotations / Conclusion of contracts

2.1 Our quotations are subject to change and not binding, unless we have expressly designated them as binding.

2.2 We can accept a purchase order by the Customer, which qualifies as an offer to conclude a contract, within two weeks by sending a written confirmation (order confirmation) or by executing the contractual performance within the same period.

2.3 Drawings, customer specifications, images, dimensions or other performance certification shall only be binding if they have been expressly agreed in writing.

2.4 Qualities, grades and dimensions are determined according to DIN standards respectively material data

sheets. If no DIN standards or material data sheets exist, the corresponding EN standards or ISO standards shall apply; in the absence of such, commercial practice shall apply.

2.5 In respect of weights, weighing determined by us or our suppliers shall be decisive. Weights can also be determined without weighing according to DIN standards or weight tables customary in trade, insofar as this is legally admissible. Weight surcharges and discounts (trading weights) customary in the steel trade in the Federal Republic of Germany remain unaffected. Quantities, the number of bundles or the like specified in the shipping notice are not binding for goods calculated by weight. In principle, the total weight of the consignment shall apply, unless individual weighing is customary. Complaints concerning weight determinations can only be made on the basis of official reweighing immediately after delivery.

3. Deliveries

3.1 Delivery periods and times shall commence upon the date of our order confirmation and are in principle not binding. Delivery dates and times shall only be binding if this was expressly agreed with the Customer. The condition for compliance with the agreed delivery time is the timely clarification of all execution details, in particular they require the timely and proper fulfilment of all the Customer's obligations, such as the submission of any necessary official certificates, the opening of a letter of credit or making an advance payment. Agreed delivery times refer to the date of shipment ex works or warehouse and shall be deemed met upon notification of readiness for shipment, even if the goods cannot be shipped in a timely manner through no fault of our own. Delivery periods and delivery times shall be extended, without prejudice to our rights arising from the Customer's default, by the period during which the Customer is in default with the obligations to us under that contract or other contracts.

3.2 Unless otherwise agreed, loading and shipment are uninsured and at the Customer's risk, ex works or delivery warehouse, i.e. FCA pursuant to Incoterms 2020.

3.3 We are entitled to make partial deliveries and provide partial services, provided this is reasonable for the Customer. Reasonableness shall not be met in particular if the Customer has notified their interest in a single delivery when the contract was concluded. Partial deliveries and partial services provided thereafter shall be billed individually.

3.4 Deviations in the delivery quantity customary in the industry of +/- 10% are deemed performance in compliance with the contract and shall be accepted by the Customer.

3.5 In the case of contracts with continuous delivery, call-offs and grade classifications for the delivery quantities are to be submitted to us in due time to allow us to plan in a timely manner and to an economically reasonable extent. Call-offs and grade classifications shall be timely as a rule if they are made 4 months prior to the notified delivery date. If this does not occur in a timely manner, we shall be entitled to make determinations of delivery quantities at our

reasonably exercised discretion, in particular taking into account the delivery cycle already in practice and the total volume of the contractual agreement. Where the total volume of the contractual agreement is exceeded by the individual call-offs, we shall inform the Customer and shall be entitled but not obliged to deliver the excess. In the case of a delivery, we shall be entitled to charge for the excess at the price valid at the time of call-off, in deviation from the original price.

3.6 If, despite proper and adequate stocking prior to conclusion of the contract with the Customer, we do not receive deliveries or services from our suppliers required to fulfil our delivery owed under the contract, they are incorrect or not in due time, for reasons for which we are not responsible, we shall notify our Customer in a timely manner in writing or text form.

In such case, we shall be entitled to postpone the delivery for the duration of the obstruction or to rescind the contract in whole or in part for the part not yet fulfilled if we have met our foregoing duty to provide information and have not assumed the procurement responsibility.

3.7 Paragraph 3.5 shall apply accordingly in cases of force majeure. Force majeure exists in particular in cases of pandemics (e.g. COVID-19), epidemics, disease, natural disasters (e.g. storm, flooding, earthquake), strikes, labour disputes, riots, war, cyber attacks, acts of terrorism, operational disruptions through no fault of our own, energy, transport or material shortages through no fault of our own, official intervention and any other comparable impairments which, when considered objectively, have not been caused through our fault.

3.8 Unless otherwise expressly agreed, we shall determine the means of transport and the transport route as well as freight forwarder and carrier. In so doing, we undertake to take the Customer's reasonable requirements into account.

3.9 Unless expressly agreed, the goods shall be delivered unpackaged and without rust protection. If, deviating from this, we have agreed on packaging of goods with the Customer, the packaging shall be taken back in accordance with the valid packaging regulations. Transport packaging soiled by the Customer and/or not sorted by material shall be taken back only against reimbursement of costs.

4. Collection by the Customer

4.1 An agreed collection can only take place at the manufacturer, service provider or our warehouse immediately after notification that the goods are ready for collection. The Customer is obliged to call off goods notified as ready for shipment immediately.

4.2 If the Customer defaults in the call-off or collection of goods, we shall be entitled to claim compensation for damage incurred by us. Upon the occurrence of default in taking delivery of goods, the risk of accidental loss or accidental deterioration shall pass to the Customer. Where a collection or call-off is not carried out in a timely manner or not in full through no fault of our own, we shall be entitled to deliver the remaining quantity within 2 weeks after the end of the acceptance period and, in the event

that the Customer refuses to take delivery, to store the remaining quantity at the Customer's expense and risk.

5. Passing of risk / Taking back goods

5.1 If the goods are shipped to the Customer at the Customer's request pursuant to the provisions of Art. 3, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer upon their handover or shipment to the freight forwarder, carrier or person or institution otherwise designated to execute the shipment, but at the latest upon the goods leaving the works/warehouse.

5.2 If the shipment of goods is delayed at the Customer's request, for reasons for which the Customer is responsible, or shipment is made at the Customer's request at a later date than the agreed delivery date, the risk shall pass to the Customer from the date of notification of readiness for shipment. In such case, we shall also be entitled to store the goods, beginning at the latest upon expiry of any period set by the written notification of readiness for shipment, and to invoice the Customer for the costs incurred as a result. Furthermore, we shall be entitled, after the period expires, to dispose otherwise of the deliveries or services covered by the contract and to make a new delivery to the Customer after a reasonable period.

5.3 If a shipment is delayed because we assert our right of retention due to the Customer's default in payment in whole or in part, paragraph 5.2 shall apply *mutatis mutandis*.

5.4 If we are legally obliged to take back goods, the return delivery shall be made, at our option, by collection arranged by us or on behalf of the Customer. Where goods are returned, they must be in the same condition as when delivered and must be unprocessed. The costs shall be borne by the Customer. The same shall apply if the Customer requests goods to be taken back and we comply with this request, but we shall not be obliged to do so.

6. Prices / Payments / Set-off

6.1 Unless otherwise agreed, prices are ex works or warehouse in EURO, excluding freight, value added tax valid at the time of invoicing and any agreed costs for packaging.

6.2 We shall be entitled, at our reasonably exercised discretion (Section 315 *BGB*), to increase the prices for our deliveries and services unilaterally where production costs, material costs and/or procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to statutory requirements, environmental charges, currency regulations, changes in customs duties and/or other public charges increase in case these have a direct or indirect impact on the costs of our contractually agreed deliveries and services and increase by more than ten (10) per cent and if more than four (4) months elapse between conclusion of the contract and delivery/service. An increase as mentioned above shall be excluded if the increase in costs for individual or all of the above-mentioned factors is set off by a reduction in costs for other of the mentioned factors with respect to

the overall cost burden for the delivery/service (cost balancing). If above-mentioned cost factors are reduced, without the reduction in costs being set off against the increase in other of the above-mentioned cost factors, the reduction in costs shall be passed on to the Customer through a price reduction. If the new price based on our right to adjust prices as stated above is 20% or higher than the original price, the Customer shall be entitled to rescind contracts not yet executed in full in respect of the part of the contract not yet fulfilled. The Customer can, however, assert this right only immediately after notification of the increased remuneration.

6.3 Payments must be made by the agreed due date or, if no such date has been agreed, ten (10) days after the invoice date, without deduction of discount, to us or by transfer to a bank account specified by us on the invoice (the value date is decisive). The costs of payment transactions shall be borne by the Customer. After the deadline expires, the Customer shall be in default of payment.

6.4 During default, interest shall accrue on the purchase price at the respectively applicable default interest rate; this is currently nine (9) percentage points above the respective base interest rate. Furthermore, a flat-rate fee for damage caused by default of EUR 40.00 shall be incurred. We reserve the right to assert further damages caused by the default, offset against the flat-rate fee for damage caused by default.

6.5 In the event of default in payment, failure to comply with our payment terms, significant deterioration in the rating by recognised rating agencies (e.g. Creditreform), loss of insurance coverage with a credit insurer or other circumstances, which become known to us and jeopardise our accounts receivables due to a deterioration in the Customer's creditworthiness, we shall be entitled, without proof of the specified circumstances, to declare all receivables due and payable, irrespective of the term of any bills of exchange. We shall also be entitled to perform any outstanding deliveries only against advance payment or against provision of securities. In addition, we shall be entitled to prohibit the resale and processing of the delivered goods and to require their return or the transfer of indirect possession at the Customer's expense.

6.6 Subject to prohibitions of set-off mandatory by law, we may set off all claims, to which we are entitled vis-à-vis the Customer, against all receivables which the Customer has against us.

6.7 The Customer shall be entitled to a right of retention or set-off only to the extent that the counterclaims are undisputed or have been recognised by declaratory judgment. A further requirement for exercising a right of retention is that the Customer's counterclaim is based on the same contractual relationship.

7. Retention of title / Securities

7.1 We shall retain title to all goods delivered by us (hereinafter referred to collectively as "**Goods Subject to Retention of Title**") until all our receivables under the business relationship with the Customer, including receivables arising in the future from contracts concluded

at a later date, are settled. This shall also apply to any balance in our favour when any or all of our receivables are incorporated in an open account (current account) and a balance of such has been established.

7.2 The Customer must insure Goods Subject to Retention of Title adequately, in particular against fire and theft. Claims against the insurance arising from an insured event relating to Goods Subject to Retention of Title are herewith already assigned to us in the amount of the value of the Goods Subject to Retention of Title.

7.3 The treatment and processing of Goods Subject to Retention of Title shall be carried out for us as processor within the meaning of Section 950 *BGB* but without placing us under any obligation. If Goods Subject to Retention of Title are processed or combined inseparably with other items that do not belong to us, we shall acquire co-ownership in the new item in the ratio of the invoice value for our goods to the invoice values for the other processed or combined items. If our goods are combined with other movable items into a uniform item that is deemed the principal item, the Customer shall already now transfer co-ownership thereof to us in the same ratio. The Customer shall preserve ownership or co-ownership free of charge on our behalf. Rights of co-ownership accordingly arising shall be deemed Goods Subject to Retention of Title. At our request, the Customer shall be obliged at any time to provide us with the information required to pursue our ownership or co-ownership rights.

7.4 The Customer is permitted to resell Goods Subject to Retention of Title in the ordinary course of business under the Customer's normal terms and conditions and as long as the Customer is not in default. However, this requires that the Customer agrees a retention of title with the Customer's buyer and that the claims arising from the resale according to paragraphs 7.5 and 7.7 pass to us. The Customer is prohibited from making other disposals of Goods Subject to Retention of Title, especially pledging or the granting of equitable lien.

7.5 The Customer already now assigns the receivables from the resale of Goods Subject to Retention of Title, including securities and ancillary rights, which accrue to the Customer against the end user or against third parties from or in connection with the resale, also within the context of open account relationships, of Goods Subject to Retention of Title. The Customer may not reach any agreement with the Customer's buyers that excludes or impairs our rights in any way or nullifies the assignment of the claim in advance. If Goods Subject to Retention of Title are sold with other items, the claim against the third-party buyer in the amount of the delivery price agreed between ourselves and the Customer shall be deemed assigned, unless the amounts applicable to the individual goods can be determined from the invoice.

7.6 The Customer shall remain entitled to collect the receivables assigned to us until revoked by us, revocation being admissible at any time. At our request, the Customer shall be obliged to provide us in full with the information and documents required to collect assigned claims and, unless we do so ourselves, to notify the Customer's buyers immediately of the assignment to us.

7.7 The Customer must notify us immediately if the Customer has already assigned receivables, arising from the resale of deliveries or services supplied or to be supplied by us, to third parties, especially due to non-recourse or recourse factoring, or has made other agreements which can impair our current or future security interests pursuant to Art. 7. In the case of recourse factoring, we shall be entitled to rescind the contract and to require the restitution of goods or services already supplied. The same shall apply in the case of non-recourse factoring if, according to the contract with the factor, the Customer cannot freely dispose of the countervalue of the factored receivable.

7.8 In the event of conduct in breach of the contract through the Customer's fault, especially in the case of default in payment, we shall be entitled, without having first to rescind the contract, to take back all Goods Subject to Retention of Title. The Customer shall be obliged in such case to restitute the goods immediately. We may at any time during normal business hours enter the Customer's business premises to determine the stock of goods delivered by us. The Customer must notify us immediately in writing of any third-party claim of Goods Subject to Retention of Title or receivable assigned to us.

7.9 If the value of the security according to the foregoing provisions exceeds the secured receivables as a whole by more than 10%, we shall be obliged at the Customer's request in this respect to release security at our choice.

7.10 Where the Customer files an insolvency petition, the Customer shall no longer be entitled to sell, process, combine or mix Goods Subject to Retention of Title (see paragraph 7.3). In such case, the Customer must rather immediately store and label the Goods Subject to Retention of Title separately and must hold amounts, to which we are entitled from assigned receivables for product deliveries and which the Customer receives, in trust for us.

7.11 If, in the case of deliveries to foreign countries, specific measures and/or declarations are required on the part of the Customer in the importing country for the effectiveness of the above-mentioned retention of title or the other rights on our part specified therein, the Customer must notify us of this in writing or text form and take such measures and/or make such declarations immediately at his expense. We shall cooperate on this to the required extent. If the law of the importing country does not allow retention of title but permits us to reserve other rights to the delivery item, we can exercise all such rights at our reasonably exercised discretion (Section 315 *BGB*). If equivalent securing of claims by us against the Customer is not thereby achieved, the Customer shall be obliged at the Customer's expense to provide us immediately with other appropriate security for the delivered goods or other securities at our reasonably exercised discretion (Section 315 *BGB*).

8. Documents provided / Tools

8.1 Images, drawings, calculations and other documents concerning the products delivered by us may only be used for the contractually intended purpose and under no circumstances be made accessible to third

parties. We reserve the right of ownership and copyright. Upon request, the documents stated in sentence 1 shall be returned.

8.2 The moulds, tools and design documentation produced by us for execution of the order are exclusively our property. The Customer shall have no claims thereof, even if the Customer has contributed to the costs of producing moulds, tools or design documentation.

9. Condition / Warranty

9.1 Where we have reached explicit and binding agreements with the Customer concerning the quality, properties, specifications etc. and/or quantity of the ordered goods ("Agreed Condition"), these shall take precedence over the objective requirements of Section 434 (3) *BGB*. Furthermore, it can be assumed, unless the parties have expressly agreed otherwise, that the goods are suitable for the use presupposed according to the contract as far as they correspond to the Agreed Condition. Section 434 (2) No 3 *BGB* shall remain unaffected. Only those properties expressly designated in writing in our order confirmation shall be deemed the Agreed Condition. We assume no liability for any further use presupposed by the Customer.

9.2 In the case of manufacturing according to the Customer's drawing, samples or other instructions of the Customer, we shall assume no warranty or liability for the functional capability of the goods if this circumstance is based on the Customer's instructions. Paragraph 9.1 shall remain unaffected by this. The Customer shall indemnify us against any third-party claims if such claims are caused by goods manufactured in accordance with the Customer's drawings, samples or other instructions of the Customer, unless we have caused the damage through gross negligence or intent.

9.3 If Section 377 *HGB* [German Commercial Code] applies to the contract between the parties, the Customer must inspect the goods immediately, at the latest within eight (8) calendar days of delivery, insofar as this is feasible in the ordinary course of business, and, if a defect is found, notify us immediately in writing. Inspection and any notice of defects as stipulated in the foregoing have to relate to the entire scope of delivery, also with regard to any incompleteness in the delivery (e.g. missing material test certificates or customs documents). By negotiations concerning any notices of defects, we shall not waive the objection that the notice of defects was not in due time, was unfounded in fact or otherwise insufficient. Furthermore, Section 377 *HGB* shall apply. Obvious damage sustained during transport or other defects recognisable already at the time of delivery must also be confirmed by the deliverer's signature on the respective transport document/delivery note when taking delivery. The Customer must ensure that a corresponding confirmation is provided.

9.4 If the goods, taking into account paragraph 9.1, are defective within the meaning of Section 434 *BGB*, we shall at our discretion provide warranty by rectification or replacement delivery. If remedy of the defect fails, also in the grace period, the Customer can rescind the contract or reduce the remuneration, unless the defect is only insignificant. Place of rectification is the place to which we

have delivered as agreed. If the costs of supplementary performance increase due to the fact that the Customer has transferred the goods to a place other than the place of our delivery/service, the costs incurred as a result shall be borne by the Customer. Further claims by the Customer for or in connection with defects or consequential damages caused by a defect, for whatever reason, shall exist only subject to the provisions of Art. 10.

9.5 We shall provide a warranty for material defects and defects of title for a period of one year, calculated from the date of the passing of risk determined in these General T&Cs. This shall not apply in the cases of paragraph 10.1 or in other cases mandatory by law, in particular Sections 445a, 445b, 478 *BGB* (recourse in the supply chain).

9.6 We shall not be liable or have other warranty obligations in particular if

- the Customer or a third party makes an inappropriate rectification;
- services (incl. maintenance) in respect of the purchased item, by the Customer or third parties, are not performed in accordance with professional standards, not in accordance with applicable conditions, are performed by personnel or third parties who are not properly trained or not otherwise professionally suitable;
- inadmissible changes are made to the deliveries or services, whereby an inadmissible change shall also exist where the Customer or a third party combines the products/components supplied by us with products/components (e.g. attachments) which have not been confirmed by us in advance as suitable for such combination and accordingly approved;
- parts are replaced or consumables used, which do not comply with our specifications for usable consumables, or our operating or maintenance instructions, assembly instructions and/or operating manuals are not followed; or
- in the case of incorrect assembly or start-up by the Customer or third parties commissioned or otherwise engaged by the Customer.

The foregoing shall, however, not apply if the case of liability or warranty cannot be verifiably attributed to one of the above-mentioned grounds for exclusion.

9.7 We do not provide the Customer with any guarantees in the legal sense. Guarantees provided by manufacturers shall remain unaffected by this.

10. Liability / Limitation

10.1 We shall be liable in principle only for intent and gross negligence by us and our legal representatives and vicarious agents. Our liability and that of our legal representatives and vicarious agents for slight negligence shall, therefore, be excluded except in the following cases:

- (a) the violation of material contractual obligations; material contractual obligations are obligations, the fulfilment of which determines the contract and on compliance with which the Customer may rely;

- (b) if, in the event of violation of obligations within the meaning of Section 241 (2) *BGB*, it is no longer reasonable to expect the Customer to accept our performance;
- (c) in the event of injury to life, limb and health;
- (d) where a guarantee for the quality of a performance, for the existence of a contractual performance or for a procurement risk has been assumed;
- (e) fraudulent intent;
- (f) claims under the *Produkthaftungsgesetz* [German Product Liability Act];
- (g) other cases of liability mandatory by law.

10.2 If we or our vicarious agents are responsible only for slight negligence and none of the cases stated in (a), (c), (d), (e), (f) and (g) of paragraph 10.1 exists, our liability shall be limited to a maximum amount of EUR 5.0 million and, also in the case of violation of material contractual obligations, to the damage typical and foreseeable when the contract was concluded. Any further liability shall be excluded.

10.3 Liability for damage other than the liability provided for in the above paragraphs shall be excluded without regard for the legal nature of the asserted claim. This shall apply in particular to damage claims arising from fault when concluding the contract, due to other breach of duty or due to claims in tort for compensation in respect of property damages pursuant to Section 823 *BGB*.

10.4 Exclusion respectively limitation of liability pursuant to paragraphs 10.1 to 10.3 above shall apply to the same extent in favour of our executive and non-executive employees and other vicarious agents as well as our sub-contractors.

10.5 Claims by the Customer for damages arising from this contractual relationship can be asserted only within a preclusion period of one (1) year as of commencement of statutory limitation. This shall not apply if we are responsible for fraudulent intent, intent or gross negligence and in the cases pursuant to (a) - (g) of paragraph 10.1. The period of limitation in the case of delivery recourse according to Sections 445a, 445b, 478 *BGB* shall remain unaffected.

10.6 There is no connection between the reversal of the burden of proof and the foregoing provisions.

11. Confirmation of arrival

If a Customer with registered office in the territory of the European Community or the Customer's representative collects goods and transports or ships them to the territory of the European Community, the Customer must provide us with the confirmation of arrival required for tax purposes. If the Customer fails to provide this proof within time limits set, the Customer must pay the value added tax rate applicable to deliveries within Germany on the invoice amount.

12. Confidentiality / Data protection

12.1 The Customer undertakes to respect the confidentiality of such facts, documents and knowledge, which come to the Customer's attention in the course of performing business relations with ourselves or our service partners and which contain technical, financial, business or market-related information about our company, if we have designated the respective information as subject to confidentiality or we have an obvious interest in its confidentiality (hereinafter collectively referred to as "**Confidential Information**"). The Customer shall use the Confidential Information solely for the purpose of implementing and performing the contractual relationship with ourselves in accordance with the contract and the individual contracts based thereon.

12.2 The disclosure of Confidential Information to third parties by the Customer shall require our express and prior written consent.

12.3 There shall be no obligation to respect confidentiality pursuant to paragraph 12.1 above if it can be proved that the respective Confidential Information:

- (a) is state of the art in the public domain or this information becomes state of the art without action by the Customer; or
- (b) was already known to the Customer or is made known by a third party authorised to disclose it; or
- (c) is developed by the Customer without action on our part and without exploitation of other information or knowledge acquired through the contractual contact; or
- (d) must be disclosed due to mandatory statutory provisions or orders by a court or official authority.

12.4 In respect of the Customer's personal data, we shall observe the relevant statutory provisions, in particular the General Data Protection Regulation (GDPR). The Customer's personal data shall be collected, stored, processed and used by us if, insofar as and as long as this is necessary to establish, perform or terminate the contract with the Customer. Further collection, storage, processing and use of the Customer's personal data shall take place only if legislation requires or permits this or the Customer has consented to this. The Customer is aware that the collection, processing and use of the contact data of the Customer's contact partners (name, email addresses etc.) based on Art. 6 (1) b) GDPR is necessary to implement measures prior to entering into a contract and to fulfil the contract with the Customer. We are entitled in particular to transfer the data to third parties if and insofar as this is necessary to implement measures prior to entering into a contract and to fulfil the contract (e.g. for delivery, invoicing or customer service) pursuant to Art. 6 (1) b) GDPR or to fulfil a legal obligation within the meaning of Art. 6 (1) c) GDPR. Furthermore, we shall also forward such data to third parties (e.g. debt collection agencies) as appropriate for the purpose of enforcing claims in accordance with Art. 6 (1) b) and/or f) GDPR.

In addition, our privacy policy applies which can be viewed at <https://www.mailer-stahl.de/lang/en/datenschutz.html>.

13. Place of performance / Place of jurisdiction / Applicable law

13.1 Unless otherwise contractually agreed, the place of performance for all contractual obligations is Duisburg, Federal Republic of Germany. This also applies if there is a contractual obligation to perform a delivery or service at the Customer's location.

13.2 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. This shall also apply to waiver of the written form requirement. If these General T&Cs require the written form, this shall also be satisfied by transmissions via telefax or email, digital/electronic signatures and signatures (e.g. DocuSign). The precedence of an individual agreement (Section 305b BGB) shall remain unaffected.

13.3 All disputes between ourselves and the Supplier arising from and in connection with contracts concluded under these General T&Cs of Purchase shall be settled exclusively, at our option, either before the competent court of law (local or regional court) respectively having jurisdiction for Duisburg/Federal Republic of Germany or an arbitral tribunal subject to the following provisions. In the event of litigation as defendant i.e. the assertion of claims by the Supplier against ourselves, we shall be obliged to inform the Supplier of the choice of competent court (competent court or arbitration tribunal) upon first request at any time in writing but in any case, before the Supplier takes judicial action. In the event that arbitration is chosen, a final decision on the disputes shall be made according to the Arbitration Rules of the International Chamber of Commerce (ICC). The arbitration tribunal shall be composed of three arbitrators, whereby one arbitrator shall be designated by each party and the two arbitrators designated by the parties shall then jointly appoint a representative as third arbitrator. An arbitration award made can, on application of a party, be declared enforceable by the competent national court. There is no appeal against the award of the arbitration tribunal. The award shall also include a decision on the costs of the proceedings, including the remuneration of the arbitrators. Place of performance and place of jurisdiction of the arbitration tribunal is Duisburg, Federal Republic of Germany. The arbitration proceedings shall be conducted in English.

13.4 The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the Customer and ourselves, excluding the UN Sales Convention (CISG).

Status: August 2026