



## General Terms of Sale

### 1. Scope

1.1. These general terms and conditions of sale are part of all contracts concluded between buyer and us even if we do not expressly refer thereto. Any conflicting, deviating or additional general terms and conditions of buyer are not binding for us unless accepted in writing, even if we do not expressly object. These terms and conditions of sale are also binding even if we are aware of conflicting, deviating or additional general terms and conditions of buyer.

1.2. If the parties wish to deviate from these general terms and conditions of sale in the respective sales contracts, the agreed provisions of the respective sales contracts according to Clause 1.1. shall prevail the provisions of these general terms and conditions of sale.

1.3. To the extent that INCOTERMS® clauses apply, they shall apply in their current version as amended from time to time (INCOTERMS® 2020 or current version).

1.4. Buyer shall keep in strict confidence all technical or commercial know-how, offers, prices specifications, inventions, processes or initiatives (regardless of form) which are of a confidential nature and which we have disclosed to buyer, its employees, agents or subcontractors, and any other confidential information (regardless of form) concerning our business and products. Buyer may disclose confidential information to the extent such information is publicly known or it is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

### 2. Offers, Prices

2.1. Our offers are non-binding and subject to change. We may revoke an offer at any time prior to receiving buyer's acceptance. In case of doubt, the precise terms of the contract are based on the written sales confirmation or any such confirmation transmitted in text form (e.g. by email).

2.2. If not agreed otherwise, the prices are EXW (Ex Works, INCOTERMS® 2020 or their current version). Obvious mistakes in our price calculation may be corrected at any time. All prices as offered are net prices and shall be paid including the respectively applying VAT. If the buyer asserts that the goods are exempt from VAT and should special evidence be required in this reference, the respective sale shall be billed without VAT only after the respectively required special evidence has been provided.

### 3. Delivery and Shipment

3.1. Unless agreed otherwise, delivery and shipment of the goods takes place in accordance with EXW (Ex Works, INCOTERMS® 2020 or their current version).

3.2. If the purchase price is payable after the goods have been transported, and if the buyer is responsible for transport risk in accordance with the relevant INCOTERM®, then the buyer must take out transport insurance at his own expense. Upon request, he must provide the seller with proof of insurance cover within 10 days, and he must maintain this cover for the duration of the contract. If the buyer commissions a transport company to dispatch the goods, he must provide proof of the transport insurance held by the commissioned company.

3.3. All delivery periods and delivery deadlines are only approximate, except if expressly agreed otherwise.

3.4. In case of non-observance of the delivery periods specifying time periods (such as days, weeks, etc.), we shall only be in default and buyer shall only be entitled to the respective statutory rights if buyer has previously given us a reasonable grace period for delivery and provided written notice that he will not accept the performance after the grace period has expired.

### 4. Packaging

4.1. Packaging, protective aids and transport aids will not be taken back. Disposal costs for packaging, protection means and transport equipment shall not be covered.

4.2. Any packaging, safety device or other special protection for the goods to be delivered exceeding the regular requirement of shipment shall be subject of a specific agreement.

### 5. Force Majeure

5.1. Neither party shall be liable for any impossibility of performance or any delay in performance, if it is prevented or delayed in performing those obligations by an event of Force Majeure. An event of Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent. "Force Majeure" as defined hereunder involves, in particular but without limitation, war (whether declared or not declared) or war-like conditions, explosions, fires, destruction of equipment, long-term downtime of means of transportation, telecommunications, information technology systems, or energy, labor disputes in foreign companies, natural catastrophes or extreme natural events, epidemics, pandemics, currency or trade restrictions, embargoes, sanctions, official duties (lawful or unlawful) and any other circumstances not covered by any party.

5.2. The party wishing to claim relief under section 5.1. shall without undue delay (and in any event within ten (10) days) notify the other party in writing on the intervention and on the cessation of such circumstance and that party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract. The party affected by the event of Force Majeure shall thereupon give reasonable proof of the nature of such delay.

5.3. In case of a Force Majeure event pursuant to section 5.1., the term for production and delivery of the goods shall be extended by the time of the Force Majeure event's duration in addition to a reasonable restart period. In case of the continuation of the event of Force Majeure and at the earliest eight (8) weeks after delivery of the notice in acc. with Clause 5.2. both parties are entitled to withdraw from the contract due to Force Majeure. In case of a withdrawal due to Force Majeure, the parties shall neither be entitled to compensation, nor entitled to any other claims for other contractual remedies due to a contractual violation. However, any advance payments made for non-delivered goods shall be returned. Any goods, which are still in transit and have not yet been delivered, shall be returned.

5.4. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

### 6. Terms of Payment

6.1. Unless otherwise agreed in writing, payment shall be effected reciprocally against release of the goods. Our right to demand advance payment or provision of security shall remain unaffected (see section 8. below).

6.2. Payments shall only be deemed made when the due amount is credited to our bank account. Buyer has to pay interest on the purchase price while in default. The interest rate shall be 9 percentage points over the base rate interest per year. We reserve the right to assert further damages.

6.3. We are also entitled to render any and all payments due immediately, if the trade credit insurer reduces or cancels the insurance coverage for the goods delivery subject to the contract, or the coverage for the buyer under a trade credit insurance policy. The same applies if the buyer fails to pay for a partial delivery on time.

### 7. Right of Retention, Offsetting, Non-Assignability

7.1. Buyer is not entitled to exercise any right of retention or to set-off, unless the respective claim is undisputed or has been declared final and non-appealable by a court. This does not affect our right to offset existing claims against the buyer with all receivables to which we or any other of our Group Companies is entitled to.

7.2. Buyer shall not assign any contractual claim against us to any third party without our prior written consent.

### 8. Sellers Reservation of the Right to Withdraw

8.1. In order to protect against payment defaults in relation to the contractual delivery, we shall conclude a trade credit insurance policy. Appropriate insurance protection for the contractual deliveries of goods and sufficient coverage for the buyer under said policy is considered a significant contractual condition of the purchasing contract. The buyer shall provide the business-related information necessary to obtain insurance protection in an active manner and at its own cost. We shall ensure that information we receive remains confidential. If the trade credit insurer does not offer appropriate insurance protection for the contractual delivery of goods, or does not offer sufficient coverage for the buyer, we reserve the right to withdraw from the contract.

8.2. If the trade credit insurer does not offer appropriate insurance protection for the contractual delivery of goods, or does not offer sufficient coverage for the buyer, the buyer will be informed immediately by us.

8.3. The buyer can provide another payment security within seven (7) days ("Term") from receiving notice that appropriate insurance coverage could not be obtained, or not in a sufficient amount, if this offers us the same protection as the trade credit insurance. In this case, we are not entitled to withdraw from the contract. Otherwise, we are entitled to declare the withdrawal from the purchasing contract after the Term expires.

### 9. Reservation of Legal Title

9.1. All goods handed over to buyer shall remain our property ("Reserved Property") until all of our accounts receivable resulting from the business relationship with buyer have been fully settled. The reservation of title remains in effect even if any claim or all claims should be taken into the current account and the balance has been drawn and mutually acknowledged. In case of breach of contract, e.g. default of payment, we shall have the right to reclaim the Reserved Property provided that we determined an appropriate period of time for curing the breach.

9.2. Buyer is obliged to handle the goods with the diligence of a prudent businessman, especially to store the goods appropriately and marked as "CRONIMET owned". Furthermore, buyer is obliged to insure the goods at their replacement value against fire, water and theft at its own expenses.

9.3. The buyer shall neither be entitled to transfer by way of security nor to pledge goods supplied under reservation of title. Buyer shall immediately inform us in writing about any seizure or other intervention of a third party in order to give us the opportunity to file a law suit pursuant to section 771 of the German Civil Procedure Code (*Zivilprozessordnung*). If the law suit is successful buyer will be liable like a guarantor who waived the defence of unexhausted remedies for our claim of reimbursement of court and out-of-court expenses.

9.4. With regard to processing and manufacturing of the Reserved Property, we shall be deemed manufacturer within the meaning of section 950 of the German Civil Code (*Bürgerliches Gesetzbuch*), without us assuming any obligation. The processed or manufactured goods shall be regarded as Reserved Property within the meaning of section 9.1. If buyer manufactures combines or mixes the Reserved Property with other goods, we shall obtain co-ownership of the new goods in proportion to the invoiced price of the Reserved Property to the invoiced price of the other goods. If, by such manufacturing, combining or mixing, our ownership ends, buyer herewith transfers to us any rights which buyer will have in the new stock or goods in proportion to the invoiced price of the Reserved



Property. Our co-ownership rights shall be regarded as Reserved Property within the meaning of section 9.1.

9.5. Buyer is entitled to resell the Reserved Property in the usual course of business. In the event of such a resale, buyer is obliged to agree to a reservation of title clause. Any claims resulting from such resale shall hereby be assigned to us. We hereby accept such assignment. Buyer is entitled to collect the claim even after such assignment. Our right to collect the claim remains unaffected. Nevertheless, we undertake not to collect the claims ourselves if buyer fulfils its payment obligations out of the proceeds received, is not in default of payment and particularly if no petition to open insolvency or similar proceedings has been filed or if buyer has generally stopped to make payments. Should this, however, be the case, we shall be entitled to demand from buyer to disclose the assigned claims and the respective obligors, provide all information required for collecting the claims, hand over all related documentation and notify the obligors about the assignment.

9.6. Should the value of existing collateral exceed the nominal amount of the secured claims by more than 10 %, we will, upon buyer's request, release, at our discretion, portions of the Reserved Property to such extent.

### 10. Weighing, Sampling and Assaying

10.1. Buyer is obliged to check the quantity and quality of the goods upon receipt. If buyer finds a difference of more than 0.5 % in weight and/or of more than 0.5 % in assays per batch ("lot"), buyer shall inform us in writing and block the intact batch ("lot") immediately. The obligation to inform us of any deviation upon release or delivery by or from us is either being made (i) within 5 calendar days regarding any weight and/or packing deficiencies, and/or (ii) within 15 calendar days regarding a deficiency in analysis and/or size. A difference in weight or assays of 0.5% or less does not constitute a defect of the goods and shall constitute full performance of the respective contract.

10.2. Buyer and we can agree to have the consignment re-weighed/re-assayed by an independent umpire mutually agreed by buyer and us (the "Umpire"). The Umpire will re-weigh sample and/or re-assay the intact batch ("lot") representative for the delivered quantity (100 % out of the stream, top middle bottom), for Molybdenum according to IMO's guidelines on procedure for the weighing and sampling of Ferro Molybdenum, to the extent these guidelines are applicable. Buyer and we shall have the right to have a representative present at the reweighing/resampling. If the Umpire's results are between buyer's and ours, then the Umpire's results will be taken as final for settlement of the batch ("lot"); if not, the results closest to the Umpire's results will be taken as final for settlement. Cost of the Umpire will be borne by the losing party i.e. the party whose results are furthest from the Umpire's results.

### 11. Warranty for Defects

11.1. Unless otherwise provided for in these general terms and conditions, we are liable for warranty defects towards buyer according to applicable statutory law.

11.2. The warranty period is three (3) months as of delivery of the goods. Sentence 1 does not apply to buyer's damage claims resulting from injury to life, body or health or intentional or grossly negligent breach of duty by us or a party engaged by us, which all become time-barred pursuant to statutory law. Likewise, sentence 1 does not apply to claims resulting from buyer regress in case of final delivery to a consumer (sections 478, 445 a of the German Civil Code – *Bürgerliches Gesetzbuch*) and pursuant to the German Product Liability Act (*Produkthaftungsgesetz*).

11.3. Immediately after delivery, the buyer is obligated to examine the Goods and shall notify us at least in text form (e.g. letter, email) about any obvious defects, unless otherwise provided for in these general terms and conditions of sale. In order to detect other defects, the buyer shall be obliged to immediately perform a sampling inspection and/or analysis of the goods according with Section 10.2 and promptly notice any defects detected in the course thereof by sending a defect notice at least in text form (e.g. letter, email) with immediate effect. Goods in respect to which the buyer has sent such defect notice have to be stored separately in unchanged conditions in order to enable us and/or buyer, and/or representatives, to perform an examination of the goods. The goods are considered to be accepted without defects, if (i) no examination has been made, or no examination has been made in a timely manner; (ii) no defect notice has been sent, or the defect notice has not been sent in a timely manner; or (iii) the defect notice has not been made in an appropriate manner.

11.4. In case of defect, we may choose, at our sole discretion, whether to cure the defect by replacing or by repairing the defective good. This does not affect our right to refuse cure of the defect in accordance with statutory law.

### 12. Limitation of Liability

12.1. Our liability – irrespective of its legal basis – shall be limited to damages caused by willful intent or gross negligence. However, we are liable for simple negligence in case of damages which result from the breach of material contractual obligations (an obligation which is material for the performance of the contract and compliance with which the other party regularly expects and may expect) whereas, in this case, our liability shall be limited to typical damages which we could have foreseen as a possible consequence of such breach at the time of entering into the contract.

12.2. The limitations of liability pursuant to section 12.1. shall not apply in case of damages to life, body or health, if and to the extent we have

maliciously deceived (*arglistig verschwiegen*) a defect, if and to the extent we have assumed a guaranty for the quality of goods, or for claims of buyers under the German Product Liability Act (*Produkthaftungsgesetz*).

12.3. Notwithstanding the aforesaid we are exempt from any further liability, in particular but not limited to liabilities for contractual or non-contractual damages or any other legal entitlement whatsoever.

12.4. The liability restrictions according to Clause 12.1. to 12.3. may be applied mutatis mutandis to the liability of our employees, assistants and of board members.

### 13. Claim Assignment and Use of Information

13.1. We are entitled to transfer the claim arising out of the business relationship with the buyer as well as any claim ancillary hereto to any third party in its sole discretion.

13.2. We may collect, store and use any data, document and information submitted by and/or about the buyer. We shall be entitled to forward any such data, document and information to any third party in order to prepare, allow, perform and carry out any claim transfer in the full extent as required under admissible laws and contracts.

### 14. Import Control and Compliance

14.1. In particular, the buyer shall be responsible for ensuring that the import of goods or parts thereof into countries outside the European Union complies with all national import regulations. If the goods or parts thereof are subject to import restrictions, the buyer shall, at its own expense, obtain the necessary national import licenses for the import.

14.2. The buyer is obliged to observe all applicable laws, regulations, rules and provisions when purchasing the goods.

### 15. Place of Performance and Place of Jurisdiction

15.1. The place of jurisdiction shall be the competent regular courts at our business seat. This applies also to actions filed under the summary proceedings based on documents, bills of exchange and checks. We may also choose to file any legal action against the buyer at the buyer's registered business seat.

15.2. The contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and international private law.

### 16. Final Provisions

If individual provisions of the contracts including these terms and conditions are or become invalid either in whole or in part, the remaining provisions will remain unaffected hereby. In this case, the parties shall agree upon a legally valid provision which comes as close as possible to what the parties intended or would have intended, taking into consideration the tenor and purpose of the respective regulation. The same applies to loopholes.



### Data protection law information for business partners and prospective business partners

Dear Sir/Madam,

We inform you with these data protection information about the processing of your personal data in the context of contractual relationship or contract initiation.

#### A. The party responsible for data processing

CRONIMET Raw Materials GmbH  
Südbeckenstr. 22  
76189 Karlsruhe, Germany  
+49 721 95 225-0  
mail@cronimet.de

#### B. Data categories, purposes and legal basis of processing

We process your personal data which we receive from you within the scope of the business relationships. This is generally contact data (name, address, telephone number and email address) and, if required as part of the business transaction, bank and payment (transaction) data (bank, account details, reference, and credit card information if applicable), information from publicly available sources, information databases and credit check agencies (e.g. Internet, trade register, credit agencies) as well as other data, which you voluntarily provide us with within the scope of processing a project or a contractual relationship within the scope of contract negotiations (e.g. business cards). We process your personal data exclusively within the scope of the legal terms, particularly under consideration of the regulations of the General Data Protection Regulation ("GDPR") and the Federal Data Protection Act ("BDSG"). We process your personal data on the basis of the following described legal bases and for the purposes of

- ❖ contract negotiation, contract implementation and termination of the contractual relationship (Art. 6 para. 1 sent. 1 lit. b GDPR) e.g. fulfilment of a contract (e.g. delivery or performance of a service and payment transaction), general communication with business partners e.g. answering enquiries about products and services, contract negotiations etc.;
- ❖ based on consent given (Art. 6 para. 1 sent. 1 lit. a GDPR) e.g. dispatch of newsletters or information correspondence, participation in marketing campaigns or surveys etc.;
- ❖ based on legal stipulations (Art. 6 para. 1 sent. 1 lit. c GDPR), e.g. to fulfil tradelaw or tax law retention obligations, to fulfil reporting or information obligations towards authorities, etc.;
- ❖ based on a legitimate interest (Art. 6 para. 1 sent. 1 lit. f GDPR); e.g. measures for IT security or measures to ensure proper business operations, to protect the company code, for the protection of property and the investigation of criminal offences, to enforce legal claims or defend legal disputes, to ensure compliance requirements, etc.

As we also use the contact data of the person you have nominated to us as a contact partner, we ask you to pass on this information to the affected employees within your company.

#### C. Recipients or categories of recipients of personal data

We transmit your personal data to authorities/public bodies if required due to primary legal regulations. If necessary, we transmit your personal data to companies within our company group if required to fulfil the purposes stated above in section B.

We employ external service providers for various business transactions as assignment processors in terms of Art. 28 GDPR. We have concluded order data processing contracts with these service providers to ensure that your personal data is protected. The above described recipients may also be located in countries outside of the European Economic Area ("third countries"). Third countries may not have the same level of data protection as in the European Economic Area. If data transmission takes place in a third country, we ensure that this transmission only takes place according to the terms of the legal regulations (chapter V GDPR).

#### D. Duration of storage

Personal data is generally deleted after expiry of the legal (primarily trade and tax law) retention periods. If personal data is not affected by legal retention obligations, it will be deleted once it is no longer required for the described purposes in the above section B. A different storage period can occur if you have consented to collection of the data.

#### E. Rights of data subjects

You have the right to receive information about your personal data we have saved, the right to arrange for incorrectly saved personal data to be corrected or, if relevant, to change or revoke your consent to data processing at any time, including without providing a reason with future effect, the right to restrict the processing of your personal data with future effect, **to revoke the processing of your personal data** with future effect or to demand the deletion of your personal data. Under the conditions set out in Art. 20 GDPR, you have the right to receive the personal data concerning you, which has been saved, in a structured, commonly used and machine-readable format and the right to transmit that data to another responsible party without hindrance on our part.

In addition, you can contact the party responsible mentioned in section A above. In order to avoid possible cases of misuse, we may require that inquiries be accompanied by a handwritten signature or that the inquirer otherwise legitimize himself.

Furthermore, without prejudice to any other administrative or judicial remedy, every data subject shall have the right to lodge a complaint with a supervisory authority, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement, if the data subject considers that the processing of personal data relating to him or her infringes the GDPR.