

# General Terms and Conditions for Delivery and Payment of

## Aluminium Rheinfelden GmbH ("we"), (Version: November, 2022)

### 1. Scope

Unless other terms or conditions have been agreed upon in writing, solely the following terms and conditions are valid for all present and future deliveries and services (subsequently jointly referred to as "Deliveries"). Our customers' terms and conditions are valid only to the extent that we agree to them in writing.

These terms and conditions apply only to businesses according to § 14 BGB (German Civil Code), legal entities under public law and special funds under public law.

### 2. Conclusion of a Contract

Our offers are not binding. Contracts only become effective upon our written order confirmation. Our employees are required to confirm in writing oral agreements and commitments going beyond the contents of the written contract or changing these General Terms and Conditions for Delivery and Payment to our disadvantage.

### 2.2

The illustrations, drawings, specifications as to colour, weight or dimension belonging to our offer only indicate approximate values, unless they are expressly designated as binding.

### 3. Price

Unless otherwise agreed upon in writing, our prices are ex works, net, in euro, and without the applicable sales tax.

### 4. Payment

#### 4.1

Unless otherwise agreed upon in writing, payments must be made to our account without deductions and charges within 14 days of the invoice date. Payments are valid only to the extent that we can freely dispose of them at our bank.

#### 4.2

If and to the extent that we cannot obtain credit insurance for our claims against the customer on reasonable credit terms, we may demand payment in advance.

#### 4.3

Should the customer fall into arrears, we will charge interest of 9 percentage points above the base interest rate, or of 10%, whichever is greater, in each case per year.

#### 4.4

Should the customer fall into arrears for a not negligible sum, all open claims against him become due immediately.

#### 4.5

Withholding payments or offsetting claims is allowed only to the extent that the counterclaims are undisputed or legally binding.

### 5. Assumption of Risk and Partial Deliveries

#### 5.1

Unless otherwise agreed upon in writing, the risk shall pass to the customer in accordance with FCA at our place of business (Incoterms 2010).

#### 5.2

For FCA deliveries, the customer shall inform us of the date when the first carrier will pick the goods at least three days in advance.

#### 5.3

We may make reasonable partial deliveries.

### 6. Delivery Deadline

#### 6.1

The delivery deadline has been met if the goods have been loaded onto the conveyance provided by the customer on or before this deadline. Should shipment be delayed for reasons that are not our fault, the delivery deadline has been met when we inform the customer that the goods are ready to be shipped.

#### 6.2

In those cases, in which we carry out an order only upon payment in advance, the delivery deadline is moved back should we not punctually receive the payment. Also, in reworking contracts the delivery deadline is moved back should we not punctually receive the material to be reworked from the customer. We are not in default in either of these cases.

#### 6.3

The customer's change requests postpone the delivery deadline until we have evaluated their feasibility and for the length of time necessary to implement the new specifications in the production process. Should the change request result in the interruption of current production, we may move other orders up and complete these orders. We are not required to reserve production capacity during the delay. In any case, fulfilling the customer's change request shall be at our reasonable discretion.

#### 6.4

Should delivery be delayed, in cases of ordinary negligence our liability is limited to 0,5% of the net invoice value of the delayed portion of the Delivery for every full week of delay and to a maximum total amount of 5% of this value. Claims for damages instead of performance according to Subsection 12.1 are not affected by this limit. The customer must inform us about contractual penalties in regard to his customers no later than at the time at which the contract is concluded.

#### 6.5

Should shipment be delayed for reasons beyond our control, we will charge the customer at least 0,5% of the invoiced value of the stored goods for every month of storage at our plant.

### 7. Reservation of Punctual and Correct Supply

The obligation to deliver is subject to the reservation that we ourselves are supplied punctually and correctly by our own suppliers, unless we are responsible for the incorrect, late or even non-delivery. Insofar as we are not responsible for the incorrect, late or even non-delivery, we shall not be in default and - insofar as the self-delivery does not take place within a reasonable period of time - shall be entitled to withdraw from the contract.

### 8. Force majeure

#### 8.1

The Force Majeure Clause of the International Chamber of Commerce (ICC Force Majeure Clause 2020 ("Clause") (Long Form)) forms part of the contract.

#### 8.2

The Clause also applies if the Force Majeure Event occurs at our sub-suppliers or during an existing delay.

### 9. Packaging / Circulating material

Our packaging arising in Germany, except for the packaging attributed to the private end-user, can be returned to us at our place of business during the normal hours of business; the customer shall bear the cost of return. Packaging must be returned clean, free of oil, grease and/or other adhesion and/or extraneous material and sorted according to type.

The delivered circulation material must be correctly sorted, free of oil, grease and/or other adhesion.

### 10. Retention of Title

#### 10.1

We retain title to the delivered goods until all payments have been received and all checks accepted as part of the business relationship with the customer have been irrevocably credited to our account. Should an open account relationship exist, retention of title applies to the acknowledged balance.

#### 10.2

The customer must handle the conditional goods with care. In particular, the customer must insure them adequately for their market value against loss and damage at the customer's own expense. The customer must show us the insurance policy as well as proof of payment of the insurance premiums on request. The customer cedes to us in advance any claims arising from such insurance policies subject to a condition subsequent that the customer assumes title to the goods. We accept the cession.

#### 10.3

Treatment and processing of the conditional goods by the customer are always carried out on our behalf without creating any liability on our part. Should our goods be mixed or combined with other goods, we acquire title to the new goods in the proportion of the net invoiced value of the conditional goods to that of the other materials.

#### 10.4

The customer may sell the conditional or new goods in the course of normal business transactions. However, the customer assigns us in full and in advance all claims accruing against a customer or against a third party resulting from further sales on a customer's behalf. We accept the cession.

#### 10.5

As long as the customer meets its payment obligations to us from these proceeds, the customer may collect the claims assigned to us.

#### 10.6

Should the customer no longer meet its payment obligations to us, we may revoke our permission to further sell or use the goods and demand that the customer informs us about the cession of claims and the corresponding debtors, give us all information necessary for the collection of the claims, surrender the relevant documents, and inform its debtors about the cession. Repossession of the conditional goods does not constitute withdrawal from the contract. Should we withdraw from the contract, we have the right to sell the goods on the open market.

#### 10.7

The customer must notify us without delay of third-party actions against the conditional goods. To the extent that the customer cannot recover expenses resulting from the defence against such an action from the third party, the customer must bear the expenses.

#### 10.8

Should the value of collateral exceed our claims by more than 10%, and should the customer so request, we will release collateral of our choice to this extent.

### 11. Liability for Defects

#### 11.1

Defects must be reported to us in writing without delay, in any case no later than 8 days after receipt of the goods; hidden defects, within 5 days after discovery. Should these periods be exceeded, all claims and rights arising from liability for these defects expire.

#### 11.2

Unless we are liable for bodily injury, have violated our obligations deliberately or with gross negligence, have been maliciously silent with regard to the defect, have assumed a guarantee going beyond this warranty, or there is a longer mandatory statutory period, the period of limitations is 12 months after assumption of risk.

#### 11.3

Should there be legitimate complaints, we have the choice between delivering replacement items or repairing the goods. Should the supplementary performance fail, or be refused or delayed without good reason, the customer may, after a reasonable additional extension period has expired without remedy, demand a reduction in price or, for grave defects, withdraw from the contract and demand damages instead of performance in accordance with clause 12.1.

#### 11.4

We assume no supplementary performance expenses arising because the purchased item has been moved to a location other than the customer's place of business after delivery.

#### 11.5

Deviations in weight or number up to a maximum of +/-10% are allowed. DIN EN tolerances apply to complaints about goods standardized according to DIN EN.

### 11.6

Violation of third-party industrial property rights is a defect only when these rights are valid in the Federal Republic of Germany. However, we are not liable if and to the extent that we produce the goods solely according to the customer's specifications, drawings, or models, and did not know or did not need to know that the production of these goods violated third-party rights. In this respect, the customer indemnifies us from all third-party claims for the violation of industrial property rights.

### 12. General Liability

#### 12.1

Claims for damages of any sort against us are excluded when we, or our lawful representatives, or our vicarious agents have caused the damage by ordinary negligence.

This exclusion of liability does not apply to bodily injury, assumption of a contractual guarantee, or violation of important contractual obligations. Important contractual obligations are those obligations, the fulfillment of which make the proper execution of the contract possible in the first place, in the adherence to which the customer constantly trusts and may trust, and the breach of which endangers the achievement of the purpose of the contract.

If we give a guarantee, our liability is limited to the extent of the guarantee, or, by ordinarily negligent violation of important contractual obligations, to customary and foreseeable damages.

Claims arising from product liability law are not affected by this subsection.

#### 12.2

Claims for damages expire one year after the customer learns about the damage and that it is compensable or, should, without gross negligence, have learned about the damage and that it is compensable. Claims arising from product liability law, claims due to bodily injury, and claims arising from liability for defects are not affected by this subsection.

### 13. Copyrights and Industrial Property Rights

We retain legal title and copyright to all drawings, plans, illustrations, and other documents we supply. Disclosure of these items to third parties is allowed only with our prior written permission. Upon request, these items must be returned to us without delay.

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### 14. Sanctions

#### 14.1

Each party warrants that at the date of entering into the contract and continuing during the term thereof it is not subject of any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom, Switzerland or United States of America ("Sanctions") that would cause either party to be in breach of the Sanctions as a result of its performance hereunder.

#### 14.2

The customer warrants that the goods will not be exported or supplied to any location, facility, person, or entity, or transported on any vessel, in violation of the Sanctions. The customer further warrants that the goods will be used solely for civil purposes and will not be used in connection with conventional weapons, chemical or biological or nuclear weapons, missiles capable of delivering such weapons, any other military purpose, or unsafeguarded nuclear fuel-cycle activity.

#### 14.3

Notwithstanding the above, neither party shall be required to perform any transaction or other activity contemplated hereunder, which is or becomes prohibited under the Sanctions.

### 15. Place of Performance, Settlement of Disputes, Choice of Law

#### 15.1

The place of performance for all deliveries under this contract is our place of business.

#### 15.2

For disputes within the EEA (European Economic Area) and Switzerland:

**The place of jurisdiction for all disputes arising from the contract is our place of business.** However, we also have the right to sue at the customer's place of business.

For disputes outside the EU and/or Switzerland:

Any dispute, controversy, or claim arising out of, or in relation to, the contract, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one or three. The seat of the arbitration shall be Basel. The arbitral proceedings shall be conducted in English.

#### 15.3

German law applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) from 11 April 1980 does not apply.