

**General Terms and Conditions for Delivery and
Payment for Aluminium Rheinfelden Alloys GmbH
(Version: 16 April 2021)**

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 businessmen according to § 14 BGB (German Civil Code), legal persons under public law, and public special assets.

2. Conclusion of a Contract

Our offers are not binding. Contracts come into being only through our written confirmation of the order. 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

Unless the illustrations, drawings, and details concerning color, weight, and dimensions belonging to our offer are expressly referred to as being binding, they are only approximations.

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 to acceptable conditions, 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.

4.4

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

4.5

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

5. Assumption of Risk and Partial Deliveries

5.1

Unless otherwise agreed upon in writing, the customer assumes risk according to FCA our place of business (Incoterms® 2010).

5.2

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 ship.

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.

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 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

Our obligation to supply is subject to the reservation that we are punctually and correctly supplied by our own suppliers, unless the incorrect or delayed delivery by our own suppliers is due to our negligence.

8. Force majeure

8.1

Events that are neither foreseeable, avoidable, nor subject to our control (e.g., force majeure such as storms, floods, explosions, fires, etc.; strikes and lockouts; stoppages; difficulties in obtaining material or energy; transportation delays; shortages of labor, energy, or raw materials; actions by administrative bodies; as well as difficulties in obtaining authorizations, in particular import and export licenses) extend the delivery period for the length of the disturbance and of its effects. This extension of the delivery period also applies when the difficulties affect our suppliers or occur during an existing delay.

8.2

Should the hindrance not only be temporary, both parties to the contract have the right to withdraw from the contract. Claims for damages are excluded in the cases mentioned in Subsection 8.1.

9. Packaging / Circulating material

Our packaging arising in Germany, but not that 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, he must insure them adequately for their market value against loss and damage at his own expense. He must show us the insurance policy as well as proof of payment of the insurance premiums on request. He cedes to us in advance any claims arising from the insurance policies subject to a condition subsequent that the customer assumes title to the goods.

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 or use on a customer's behalf.

10.5

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

10.6

Should the customer no longer meet his payment obligations to us, we may revoke our permission to further sell or use the goods and demand that the customer inform us about his assignment of claims and the corresponding debtors, give us all information necessary for the collection of the claims, surrender the relevant documents, and inform his debtors about the assignment. 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 defense against such an action from the third party, he 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 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 Subsection 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, 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.

14. Place of Fulfillment, Place of Jurisdiction, Choice of Law

14.1

The place of fulfillment for all services arising from this contract is our place of business.

14.2

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

14.3

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