

1. Scope of Application

- 1.1 These General Terms and Conditions of Sale ("GTC") of DURUM Verschleißschutz GmbH, Carl-Friedrich-Benz-Str. 7, 47877 Willich, Germany ("DURUM") apply to all contracts between DURUM and its customers for the sale of Goods ("Goods") and the provision of services ("Services") if the customer is an entrepreneur according to section 14 German Civil Code.
- 1.2 These GTC apply exclusively. Deviating, conflicting, or additional general terms and conditions of the customer only become part of the contract if and to the extent that DURUM has expressly and in writing agreed to their validity. This consent requirement applies in any case, for example, even if the customer refers to its general terms and conditions within the scope of the order, and DURUM does not expressly object to this.
- 1.3 These GTC apply in the version valid at the time of the customer's order or, in any case, in the version last notified to the customer in text form as a framework agreement also for similar future contracts without DURUM having to refer to them again in each case.
- 1.4 Individual agreements (e.g., framework supply agreements, quality assurance agreements) and details in DURUM's order confirmation take precedence over these GTC.
- 1.5 The customer shall make legally relevant declarations and notifications concerning the contract (e.g., setting deadlines, a notice of defects, withdrawal, or reduction) in writing. However, formal legal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.
- 1.6 References to the applicability of statutory provisions are for clarification purposes only. The statutory provisions apply without such clarification unless they are directly amended or expressly excluded in these GTC.

2. Product Characteristics, Ownership, Samples

- 2.1 Information related to Goods and Services is approximate only.
- 2.2 Documents, which are part of DURUM's offer or order confirmation, such as drawings, illustrations, technical data, references to standards, as well as statements in advertising material, do not constitute statements of quality, warranties of characteristics, or guarantees unless they are expressly designated as such in writing.
- 2.3 DURUM expressly reserves all property rights and copyrights to catalogues, technical documentation, tools, molds, and other product descriptions or documents. Therefore, the customer undertakes not to make these documents and information available to third parties unless DURUM gives its express written consent.
- 2.4 If agreed, DURUM may provide the customer with a sample of the ordered Goods before manufacture. DURUM may then only commence manufacture of the Goods ordered when the sample has been inspected and confirmed to be acceptable by the customer. The characteristics of samples only become an integral part of the contract when expressly agreed upon in writing. The customer is only entitled to use and pass on samples with the express written consent of DURUM.

3. Formation of Contract(s)

- 3.1 The communications from DURUM to the customer, referred to as "offers," are subject to change and non-binding. Instead, they are invitations to the customer to place orders.
- 3.2 The customer's order of the Goods is a binding offer of contract. DURUM is entitled to accept this contractual offer within two weeks of its receipt.
- 3.3 A contract is only concluded – even in ongoing business transactions – if DURUM accepts the customer's order through an order confirmation. The order confirmation is decisive for the content of the corresponding contract.

- 3.4 Any customer's free right of termination ("termination for convenience") is excluded. Section 648a German Civil Code remains unaffected.

4. Scope and Risk of Performance

- 4.1 DURUM is only obliged to supply Goods that are in stock unless otherwise expressly agreed in writing. The assumption of a procurement risk shall, in particular, not be imposed solely by DURUM's obligation to deliver Goods defined by type only.
- 4.2 DURUM is entitled to deliver additional or reduced quantities or weights by up to 5 % of the order volume.
- 4.3 DURUM is entitled to make partial deliveries to a reasonable extent.
- 4.4 In the case of call orders or delays in acceptance by the customer, DURUM is entitled to perform immediately, in particular, to procure the necessary material for the entire order and manufacture and offer the entire ordered quantity or fulfill the order. Therefore, any wishes for modifications by the customer cannot be considered after the order has been placed unless this has expressly been agreed upon in writing.
- 4.5 The customer shall inform DURUM in writing and on time before the conclusion of the contract of any special requirements it has for DURUM's Goods or Services.

5. Delivery Period and Delay in Delivery

- 5.1 The delivery period is agreed upon individually or specified by DURUM upon acceptance of the order. Otherwise, DURUM shall notify the customer of the expected delivery period without delay as soon as DURUM has the necessary information.
- 5.2 The delivery period is deemed met if the customer has received notification that the Goods are ready for dispatch at the agreed time or within the agreed period. Deliveries before the expiry of the delivery period are permissible.
- 5.3 Compliance with the delivery period is subject to the clarification of all technical issues, in particular, the timely receipt of all documents and information to be provided by the customer, as well as compliance with the agreed terms of payment and other obligations of the customer. If the prerequisites above are not met, the delivery period is extended accordingly unless DURUM is responsible for the delay.
- 5.4 If the delivery or performance deadline is exceeded for reasons for which DURUM is responsible, the customer is entitled to withdraw from the contract concerning the part not yet fulfilled after the expiry of a reasonable grace period. Any claims for damages are governed by section 12 of these GTC.
- 5.5 If DURUM is not able to meet binding delivery deadlines for reasons for which it is not responsible ("non-availability of the performance"), it shall inform the customer without delay and, at the same time, notify the customer of the expected new delivery deadline. If the performance is also not possible within the new delivery period, DURUM is entitled to withdraw from the contract in whole or in part; DURUM shall immediately refund any consideration already paid by the customer. A case of non-availability of the performance is, in particular, (a) if DURUM's supplier(s) fail to deliver on time if DURUM has concluded a congruent covering transaction, (b) in the event of other disruptions in the supply chain, for example, due to force majeure, or (c) if DURUM did not assume the procurement risk.
- 5.6 The occurrence of a delivery delay shall be determined according to the statutory provisions. In any case, however, a reminder by the customer is required.
- 5.7 In the event of default of payment by the customer, DURUM is entitled to assert a right of retention to further deliveries of Goods or Services.
- 5.8 The customer's rights, according to section 12 of these GTC and the statutory rights of DURUM, in particular in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

6. Delivery, Transfer of Risk, Default of Acceptance, Export Control

6.1 Unless otherwise agreed, delivery is FCA (at DURUM's registered office) Incoterms® 2020.

6.2 If the customer is in default of acceptance, fails to cooperate, or delays the delivery by DURUM for other reasons for which the customer is responsible, DURUM is entitled to claim compensation for the resulting damage, including additional expenses (e.g., storage costs). For this purpose, a lump sum payment of 0.25 % of the net price (delivery value) per started calendar week is due, beginning with the delivery deadline or – in the absence of a delivery deadline – with the notification that the Goods are ready for shipment.

The proof of greater damages and the statutory claims of DURUM remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer may prove that DURUM has incurred no or less damage than the lump sum above.

6.3 The customer shall strictly comply with the applicable export control regulations. The direct or indirect resale of the Goods or Services in countries or to companies or persons to which export restrictions apply is strictly prohibited. In the event of resale, the customer shall provide DURUM with written proof of the final destination of the Goods or Services prior to resale in accordance with the applicable export regulations.

7. Force Majeure

7.1 The ICC Force Majeure clause (long version) shall apply.

8. Hardship

8.1 Each party is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

8.2 Notwithstanding section 8.1, where a party proves that (a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control (e.g., a significant change in market conditions, supply chain issues, international sanctions, significant price increases, lockdowns and other measures by the competent authorities, shortage of energy, material or staff, etc.) which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract, and that (b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this section, to negotiate alternative contractual terms which reasonably allow overcoming the consequences of the event.

8.3 Where section 8.2 applies, but where the parties have been unable to agree on alternative contractual terms as provided for in that section 8.2, either party is entitled to request the judge(s) or arbitrator(s) to adapt the contract to restore its equilibrium or to terminate the contract, as appropriate.

9. Prices and Terms of Payment

9.1 Unless otherwise agreed, all prices are quoted in EUR plus, if applicable, value-added tax at the statutory rate.

9.2 DURUM is entitled to adjust the agreed price following the market conditions without any specific agreement for the Goods and Services, which are delivered or performed either later than four months after the conclusion of the contract or during a continuing obligation.

9.3 The customer bears customs duties, fees, taxes, and other public charges.

9.4 The respective terms of payment result from DURUM's order confirmation. The timeliness of payment is determined by the date on which the money is credited to the account of DURUM.

9.5 Any cash discount deduction requires a written agreement with the customer. An agreed cash discount deduction is calculated based on DURUM's net claim. It is only permissible if all other

liabilities from the customer's business relationship with DURUM, which are more than thirty days old, have been settled.

9.6 The customer is only entitled to rights of set-off or retention insofar as its claim has been legally established, undisputed, or is reciprocal to DURUM's claim in the same contractual relationship.

9.7 If, after the conclusion of the contract, it becomes apparent that DURUM's claim to the price is jeopardized by the customer's lack of ability to pay (e.g., by an application to open insolvency proceedings), DURUM is entitled to refuse performance according to the statutory provisions and – if necessary, after setting a deadline – to withdraw from the contract (section 321 German Civil Code). In the case of contracts for the manufacture of custom-made Goods, DURUM may declare withdrawal immediately; the statutory regulations on the dispensability of setting a deadline remain unaffected.

10. Retention of Title

10.1 Until full payment of all current and future claims of DURUM arising from the purchase contract and an ongoing business relationship ("**Secured Claims**"), DURUM retains title to all Goods delivered by it ("**Reserved Goods**").

10.2 The customer may neither pledge the Reserved Goods to third parties nor assign them as security before full payment of the Secured Claims. The customer shall notify DURUM in writing without delay if an application for the opening of insolvency proceedings or seizure of the Reserved Goods by third parties exists or is imminent.

10.3 In the event of a breach of contract by the customer, in particular, in the event of non-payment of the purchase price due, DURUM is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the surrender of the Reserved Goods on the basis of the reservation of title. The demand for a return does not at the same time include the declaration of withdrawal; DURUM is instead entitled to demand only the return of the Reserved Goods and to reserve the right to withdraw from the contract. If the customer does not pay the purchase price due, DURUM may only assert these rights if it has previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

10.4 Until revoked in accordance with section 10.7 of these GTC, the customer is authorized to resell and/or process the Reserved Goods in the ordinary course of business. In this case, the following provisions apply in addition.

10.5 The retention of title extends to the total value of the Goods created by processing, mixing, or combining the Reserved Goods, whereby DURUM is deemed to be the manufacturer. If, in the event of processing, mixing, or blending with Goods of third parties, the latter's right of ownership remains, DURUM acquires co-ownership in proportion to the invoice values of the processed, mixed, or combined Goods. In addition, the provisions in this section related to Reserved Goods also apply to the resulting Goods.

10.6 The customer hereby assigns to DURUM by way of security any claims against third parties arising from the resale of the Goods or the product in their entirety or in the amount of any co-ownership share of DURUM pursuant to section 10.6 of these GTC. DURUM accepts the assignment. The customer's obligations set forth in section 10.2 of these GTC also apply to the assigned claims.

10.7 The customer remains authorized to collect the claim in addition to DURUM. DURUM undertakes not to collect the claim if the customer meets its payment obligations to DURUM, is not in default of payment, no application for the opening of insolvency proceedings has been filed, and there is no other deficiency in its ability to pay, and DURUM does not assert the retention of title by exercising a right according to section 10.3 of these GTC. If this is the case, however, DURUM may demand that the customer, without undue delay, inform DURUM of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and inform the debtors (third parties) of the assignment. Furthermore, in this

case, DURUM is entitled to revoke the customer's authorization to further sell and process the Reserved Goods.

- 10.8 If the realizable value of the securities exceeds the claims of DURUM by more than 10 %, DURUM shall release securities of its choice at the customer's request.

11. Warranty

- 11.1 The basis of DURUM's liability for defects is the agreement reached on the quality and presumed use of the Goods (including accessories and instructions). All product descriptions and manufacturer's specifications that are the subject of the individual contract or which were publicly announced by DURUM (in particular in catalogs or on its website) at the time of conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed upon, it is to be assessed according to the statutory regulation of whether a defect exists (section 434 (3) German Civil Code). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.

- 11.2 Except for the warranty outlined in section 11.1, DURUM makes no representations or warranties, oral or written, express or implied, arising from a course of dealing, course of performance, or usage in trade, or otherwise, including, without limitation, implied warranties of merchantability, quality, fitness for a particular purpose other than the explicitly agreed purpose, title, non-infringement, or systems integration.

- 11.3 The customer's claims for defects are subject to the condition that it has complied with its statutory duties of inspection and notification. In the case of building materials and other goods intended for installation or other further processing, an inspection shall, in any case, be carried out immediately before processing. If a defect becomes apparent during the delivery, inspection, or later, DURUM shall be notified of this in writing without delay. In any case, obvious defects shall be notified in writing within 2 working days of delivery, and defects not apparent on inspection shall be notified within the same time from discovery. If the customer fails to carry out the proper inspection and/or give notice of defects, DURUM's liability for the defect not reported in time or not reported properly shall be excluded per the statutory provisions. In the case of goods intended for installation, attachment, or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the customer shall, in particular, have no claims for reimbursement of corresponding costs ("removal and installation costs").

- 11.4 If the delivered item is defective, DURUM may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering an item free of defects (replacement). If the type of subsequent performance chosen by DURUM is unreasonable for the customer in the individual case, the customer may reject it. DURUM's right to refuse subsequent performance according to the statutory conditions shall remain unaffected.

- 11.5 DURUM is entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a reasonable part of the purchase price in relation to the defect.

- 11.6 The customer shall give DURUM the time and opportunity required for the subsequent performance owed, in particular, to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to DURUM at its request in accordance with the statutory provisions; however, the customer shall not have a claim for return. Subsequent performance shall not include the dismantling, removal, or disassembly of the defective item or the installation, fitting, or assembly of a defect-free item if DURUM was not originally obliged to provide these services; claims by the customer for reimbursement of corresponding costs ("dismantling and assembly costs") shall remain unaffected.

- 11.7 DURUM shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in

particular transport, travel, labor, and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and these GTC, if there is a defect. Otherwise, DURUM may demand reimbursement from the customer for the costs incurred as a result of the unjustified request to remedy the defect if the customer knew or could have known that there was no defect.

- 11.8 If a reasonable time to be set by the customer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price according to the statutory provisions. In the event of an insignificant defect, however, there shall be no right of withdrawal.

- 11.9 Claims of the customer for reimbursement of expenses according to section 445a (1) German Civil Code are excluded. Claims of the customer for damages or reimbursement of futile expenses (section 284 German Civil Code) shall also exist in the event of defects in the goods only according to the following sections 11 and 12 of these GTC.

- 11.10 The place of subsequent performance shall be DURUM's place of business. Deviating from this, the location of the Goods may be the place of subsequent performance at DURUM's discretion.

12. Limitation of Liability

- 12.1 Unless otherwise stipulated in these GTC, including the following provisions, DURUM is liable according to the statutory provisions in case of a culpable breach of contractual and non-contractual obligations.

- 12.2 DURUM shall be liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence.

- 12.3 In the event of simple negligence, DURUM shall only be liable, subject to statutory limitations of liability (e.g., care in own affairs; insignificant breach of duty), for damages resulting from injury to life, body, or health.

- 12.4 DURUM is not liable for any consequential, indirect, or punitive damages, loss of profit or revenue, damage to reputation, loss of use or loss of production, interruption of business, loss of data, cost of capital, cost of substitute goods or services, property damage, whether such damages arise out of or result from breach of contract, warranty, tort (including negligence), product liability, strict liability, misrepresentation, indemnity, or otherwise. The limitations of liability shall not apply to claims according to sections 12.2 and 12.3 or insofar as applicable mandatory law provides otherwise.

- 12.5 The limitations of liability shall also apply to the liability towards third parties and to breaches of duty by persons (also in their favor) whose fault DURUM is responsible for according to statutory provisions. However, they shall not apply insofar as a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the customer according to the German Product Liability Act.

- 12.6 The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if DURUM is responsible for the breach of duty. In all other respects, the statutory requirements and legal consequences shall apply.

13. Limitation

- 13.1 Notwithstanding section 438 (1) no. 3 German Civil Code, the general limitation period for claims arising from material defects and defects of title is one year from delivery. However, if acceptance has been agreed upon, the limitation period commences upon acceptance.

- 13.2 If the Product is a building or an object which has been used for a building according to its customary use and has caused its defectiveness (building material), the limitation period is five years from delivery according to the statutory regulation provided by section 438 (1) no. 2 German Civil Code. Other special statutory provisions on the limitation period also remain unaffected, in particular in case of claims for restitution in rem of

third parties as provided by section 438 (1) no. 1 German Civil Code) or in case of fraudulent intent on the seller's part as provided by section 438 (3) German Civil Code.

- 13.3 The above limitation periods of the law on sales also apply to contractual and non-contractual customer's claims for damages based on a defect of the Goods unless the application of the regular statutory limitation period (sections 195, 199 German Civil Code) would lead to a shorter limitation period in the individual case. Claims for damages by the customer according to section 12.2 or section 12.3 a) of these GTC, as well as according to the German Product Liability Act, become time-barred exclusively according to the statutory limitation periods.

14. Confidentiality

- 14.1 The customer must keep secret all business secrets of DURUM within the meaning of section 2 No. 1 of the German Act on the Protection of Business Secrets which become known to it because of the business relationship and to make them available exclusively to those persons who shall necessarily be involved in the performance of the respective contract ("need to know") and only insofar as these persons have also been obliged in advance to maintain secrecy correspondingly. Excluded from this obligation is such confidential information which
- a) was demonstrably already known to the customer at the time of conclusion of the contract or subsequently became known to it from a third party without a confidentiality agreement, statutory provisions, or official orders being violated thereby;
 - b) is public knowledge at the time of conclusion of the contract or is made public after that, insofar as this is not based on a breach of this contract; or
 - c) is required to be disclosed by law or by order of a court or public authority. As far as permissible and possible, the customer obliged to disclose shall inform DURUM in advance and allow DURUM to take legal action against the disclosure.

- 14.2 The disclosure of DURUM's trade secrets to third parties is only permitted with DURUM's prior written consent.

- 14.3 The customer shall refrain from exploiting DURUM's trade secrets commercially or imitating them himself in any way outside the agreed purpose (in particular by way of so-called "reverse engineering") or having them exploited or imitated by third parties and in particular from applying for industrial property rights – in particular trademarks, designs, patents or utility models – based on these trade secrets.

- 14.4 The confidentiality obligation shall continue to apply for the duration of the business relationship with the customer as well as for five years after the termination of the business relationship; however, at the longest until the respective information has become generally known without a confidentiality agreement, statutory provisions or official orders having been violated.

15. Applicable Law

- 15.1 The law of the Federal Republic of Germany, including the UN Convention on Contracts for the International Sale of Goods (CISG), shall apply.

16. Arbitration

- 16.1 All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law.

- 16.2 The arbitral tribunal shall be comprised of three members.

- 16.3 The seat of the arbitration is Düsseldorf, Germany.

- 16.4 The language of the arbitral shall be English.

- 16.5 The rules of law applicable to the merits shall be the law of the Federal Republic of Germany, including the UN Convention on Contracts for the International Sale of Goods (CISG).