

I. General provisions

The terms below apply to all sales and deliveries of the company GTP Schäfer GmbH (hereinafter: also "Supplier"), unless otherwise agreed in writing. The terms also apply in particular to all deliveries and sales related with a consignment warehouse set up by the Supplier at the premises of the contractual partner (hereinafter: "Customer"). They also apply to all future deliveries, services or offers made to the Customer, even if they are not agreed again separately. Any differing and/or supplementary terms of business of the Customer only apply if the Supplier agrees to them in writing.

II. Offer - Conclusion of contract

1. All offers from the Supplier are subject to change and non-binding unless they have been expressly designated as binding or include a specific acceptance deadline. Offers must be accepted by the Customer within a period of 30 days after submission of the offer.
2. The Supplier's information on the item delivered or the service (e.g., weights, dimensions, utility values, load-bearing capacity, tolerances and technical data), as well as depictions of the item (e.g., drawings and figures) are only approximations to the extent that the usability for the purpose intended under the contract does not require a strict correspondence. These are not guaranteed qualities; they are merely descriptions or designations of the delivery or service. Customary deviations and deviations made due to legal provisions or that constitute technical improvements, as well as the replacement of components with equivalent parts, are allowed as long as they do not compromise the utility for the purpose intended under the contract.
3. If a consignment warehouse has been set up by the Supplier at the Customer's premises (hereinafter: also "the Contractual Parties"), then, in deviation from the preceding No. 1 - the offer that serves as a basis for the delivery of the products (hereinafter: "Goods") to the consignment warehouse is considered to be accepted when the goods are removed from the consignment warehouse for use.
4. Oral or written orders are considered accepted when the written order confirmation is issued. Subsequent changes in the order must be made in writing.

III. Prices and payments

1. The prices are stated in euros and, unless otherwise agreed between the contractual parties in writing, they are understood to be Ex-Works of the Supplier according to Incoterms 2020 (EXW) not including packaging, legal value-added tax, customs (in the case of export deliveries) and fees or other public levies.
2. If changes to the order are agreed subsequently, then the Supplier is entitled to recalculate the prices. The prices offered only apply to each individual order. The agreement of a fixed price in an ongoing supply relationship requires an express written agreement.
3. The Customer may only offset the Supplier's claims to payment with undisputed claims or claims determined to be legally valid or claims derived from the same order under which the relevant delivery is made.
4. The Customer's right to retention based on claims from prior or distinct transactions are expressly excluded. This restriction does not apply to claims to payment arising from undisputed or legally determined claims. The Customer shall not be entitled to satisfy its claim pursuant to § 371 German Commercial Code (HGB).
5. Unless agreed otherwise, Invoices for the items supplied must be paid to the Supplier's account within 10 days from issue of the invoice without delay.
6. If there is a consignment warehouse pursuant to No. II (3), then, in deviation from the preceding No. 5, invoices must be paid to the Supplier's account by the 15th of the month following their issue date in a timely manner and without delay.
7. The Customer is not permitted to pay with bills of exchange.
8. If payment is not made within the deadlines mentioned in Nos. 5 and 6, then the Supplier's monetary claim accrues interest at nine percentage points above the basic interest rate (§ 247 German Civil Code - BGB)

IV. Price adjustment

1. The prices agreed for the Supplier's goods are subject to adjustment depending on the evolution of prices for aluminium in the form of a price increase adjustment for raw materials (AL-TZ). This is based on the market price for aluminium in euros (hereinafter: "Market Price"). The Market Price is calculated on the basis of the price of aluminium per tonne determined in the London Metal Exchange (LME) on the spot market (sale price) in accordance with the "Daily Official Price" determined there (hereinafter: "DOP"). The DOP must be converted into euros based on the reference rate euro/USD published by the ECB on the day of trading. The result of the conversion is the market price.
2. If there is a difference of more than 5% between the market price at the time of delivery and the market price at the time of conclusion of the contract, then the agreed purchase price of the goods sold is increased or reduced in accordance with the difference determined.
3. If there is a consignment warehouse, then, in deviation from the foregoing No. 2, the following applies: If there is a difference of more than 5% between the market price at the time of removal from the warehouse for use and the market price at the time of delivery, then the agreed purchase price of the goods sold is increased or reduced in accordance with the difference determined.
4. If a deviation has been determined, then either contractual partner is entitled to demand an adjustment of the agreed purchase price. Prices for services, assembly etc. are not adjusted.
5. If at the time of concluding the contract or the delivery a DOP or a reference exchange rate euro/USD has not been determined, then the last DOP or reference exchange rate Euro/USD determined before this time must be used as a

basis.

V. Return of packaging

If and to the extent that the Supplier is obligated under the German Packaging Act (VerpG) to accept return of packaging, then it is agreed that the return of the packaging is carried out at the Customer's cost. The place for return is the Supplier's registered office. If and to the extent that there is no obligation to accept returns of packaging, we do not accept returns of packaging.

VI. Delivery period - Default

1. Time periods and deadlines for deliveries and services suggested by the Supplier are always considered to be merely approximate unless a fixed time period or deadline has been expressly approved or agreed.
2. The timely performance of all payments to be made by the Customer, especially the settlement of the Supplier's invoices from previous transactions still outstanding at the time of placing the order, is a prerequisite for compliance with time periods and deadlines for deliveries. If these payments are not made on time by the Customer, then the time periods and deadlines of the Supplier are extended proportionally.
3. Circumstances such as non-performance of delivery or late delivery to the Supplier in spite of having concluded an appropriate hedging transaction, force majeure, labour conflicts, pandemics and epidemics, riots, official measures, interruptions in the production process, especially fires, and other unpredictable and unavoidable events, release the contractual parties from their performance obligations for the duration of the interference and to the extent of its influence. If deliveries and/or services cannot be provided, in their entirety or in part, within agreed time frames or deadlines without fault on the part of the Supplier, then the Supplier is entitled to withdraw/to withdraw in part. The Customer is entitled to the same right to the extent that acceptance is no longer reasonable for it due to the delay.
4. If the Supplier defaults, then the Customer can set an appropriate subsequent period for delivery for the Supplier. If the default is based only on minor negligence of the Supplier, its legal representatives or its agents, then compensation for the damage derived from the delay is excluded pursuant to No. XII.

VII. Transfer of risk - Shipping

1. The risk is transferred to the Customer when the items delivered are loaded, and the start of the loading process is decisive.
2. If the shipment is delayed or not performed due to circumstances not attributable to the Customer, then the risk is transferred to the Customer at the moment that it would have been transferred to the Customer without the delay.
3. Warehouse costs after transfer of risk are paid by the Customer. In the case of storage by the Supplier, warehouse costs come to 0.25% of the invoice amount of the delivered item to be stored per week completed. The right to assert and demonstrate additional or lower warehouse costs is reserved.
4. The Supplier will only insure the items supplied against theft, breakage, transport damage, fire and water damages or other risks at the Customer's costs if the Customer expressly instructs it to do so.

VIII. Property rights

If the Customer includes drawings, descriptions, technical specifications and/or other documents with its order, then it guarantees that these documents are free of third-party rights. In the event that third-party rights are infringed by the use of the documents by the Supplier, then the Customer releases the Supplier to the extent legally permitted from third-party claims to compensation for damages.

IX. Incoming goods, inspection of the items delivered

1. The goods must be inspected carefully immediately after delivery to the Customer. They are considered to be approved by the Customer as far as visible defects or other defects that would have been detectable in a prompt and careful inspection, if a written notice of defect is not received by the Supplier within seven working days after delivery. As far as other defects, the goods are considered to be approved by the Customer if the notice of defects is not received by the Supplier within seven working days after the moment in which the defect became apparent; if the defect was apparent in normal use at an earlier time, then this earlier time is decisive for the start of the period for notification of defects. If defects and/or damages are detected, then a written damage report must be requested from the carrier and, after immediate consultation with the Supplier, an insurance surveyor must be commissioned to make the required assessments when relevant.

X. Surplus production - means of production

1. If it is demonstrated that, for technical production reasons, the manufacture of a quantity of items exceeding the order is urgently required, then the Customer must accept the surplus production of goods up to a maximum amount of 10% for each item ordered and pay for them at the agreed unit price.
2. The moulds required for production of the goods continue to be the sole property of the Supplier even if the Customer has paid a portion of the manufacturing costs.

XI. Retention of title

1. The retention of title agreed below serves to guarantee all currently existing and future payment claims of the Supplier with respect to the Customer derived from the supply relationship existing between the contractual partners.
2. The goods delivered continue to be the property of the Supplier until the Customer has paid the claims guaranteed in full.

3. Before the aforementioned payment claims have been completely settled, the Customer is permitted to process further and sell the goods delivered in the course of its ordinary business operations. If the reserved goods are processed, transformed or combined with another item, then the Supplier immediately acquires ownership of the item produced in proportion to the value of the delivery. This is considered reserved goods. The Customer is not permitted to process the goods in the event that a prohibition of assignment has been or is agreed with third parties for the payment of claims assigned in advance to the Supplier under No. 4 below.
4. To guarantee the Supplier's claims mentioned under No. 1 above, the Customer hereby assigns as a guarantee for the event of resale of the reserved goods all payment claims against its contractual partner to which it might be entitled derived from the aforementioned transactions. The Supplier accepts this assignment.
5. If the realisable value of the guarantees in favour of the Supplier exceeds the claims by more than 50%, then the Supplier is obligated at the Customer's request to release the guarantees to which it is entitled to a proportional extent.
6. The assertion of a claim to have the goods returned is not considered withdrawal from the contract. The Customer must inform the Supplier immediately of foreclosures by third parties on the reserved goods orally and in writing, while also handing over the documents required for safeguarding the Supplier's rights. The Customer commits in advance to indicate to third parties the rights that exist to the goods.

XII. Warranty

1. Claims for material defects are time-limited to 12 months, unless longer expiration periods are prescribed as mandatory by law. This period does not apply to claims for compensation to damages by the Customer derived from injury to life, body or health or based on intentional or grossly negligent breach of obligations on the part of the Supplier or its agents, which are time-limited in accordance with the relevant legal provisions.
2. In the event of material defects in the items delivered, the Supplier is obligated and entitled, at its own choice to be made within a reasonable period, to carry out a repair or replacement delivery. In the event of failure, i.e. impossibility, unreasonableness, refusal or inappropriate delay of the repair or replacement delivery, the Customer can withdraw from the contract or reduce the purchase price proportionately. To the extent that the Supplier is obligated to provide compensation for damages due to a defect according to legal regulations, this obligation to provide compensation for damages is limited pursuant to No. XII below.

XIII. Compensation for damages

1. The Supplier is only liable for its own fault and for the fault of its legal representatives, senior executives and other agents, and only in accordance with the following stipulations.
2. The supplier assumes unlimited liability for damages that the Supplier or its legal representatives, senior executives and other agents have caused intentionally or with gross negligence.
3. If minor negligence leads to the breach of an obligation that the Customer could reasonably rely on being fulfilled or the performance of which makes the proper performance of the contract possible in the first place (cardinal obligation), then the Supplier's liability is limited to damages the occurrence of which must typically be taken into account (predictable damages typical of the contract). Apart from that, liability for damages caused by minor negligence is excluded.
4. In the cases of the previous No. 3, the Supplier's liability is limited in amount to value of the goods. The parties are mutually agree to assume that this amount is sufficient to cover predictable damages typical of the contract to their full extent in the event of damages. If the Customer believes that this limited liability is insufficient to cover the predictable damages typical of the contract, then the Customer must notify the Supplier so that hedging against possibly higher risk of liability can be arranged.
5. Liability for deceit or for personal injury and liability according to the German Product Liability Act is not affected by the preceding provisions.

XIV. General provisions

1. Place of performance for delivery and payment is the Supplier's registered office.
2. Exclusive jurisdiction for all disputes arising directly and indirectly from the contractual relationship is the location of the Supplier's registered office.
3. German law applies, but the UN Convention of International Sale of Goods (CISG) does not apply.

XV. Miscellaneous

If one or more provisions of these Terms are invalid, then the validity of the remaining provisions is not affected by this. In this case, the invalid or void provision must be construed, reinterpreted or replaced so that the economic purpose that it intended is achieved.