



## General Terms of Sale

### 1. Scope

1.1. These terms and conditions 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 are also binding even if we are aware of conflicting, deviating or additional general terms and conditions of buyer.

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

1.3. 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 publically 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 by fax or email.

2.2. If not agreed otherwise, the prices are EXW (INCOTERMS 2020). 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 (INCOTERMS 2020).

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

3.3. In case of non-observance of the delivery periods, we shall only be in default and buyer shall only be entitled to the respective statutory rights if buyer has issued a warning notice vis-à-vis us.

### 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, such as but not limited to interruption of operations of any kind, strike, lawful lockouts, shortages of man power, energy or raw materials, including fuel, mobilization, war, blockades, import and export bans, fire, traffic blocks, pandemics).

5.2. The party wishing to claim relief under section 5.1. shall without undue delay 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 fulfill its or their obligations under the contract.

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.

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 6.3. 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 entitled to make delivery of the (outstanding) goods dependent on buyer's advance payment or provision of security, if and to the extent that it becomes apparent, after conclusion of the contract, that our payment claims are jeopardized a) by buyer's inability to pay or b) by lack of sufficient commercial credit insurance to secure the payment claim. If buyer, within a reasonable period, neither pays in advance nor provides security, we are entitled to rescind the contract.

6.4. We are also entitled to render any and all payments due immediately, if legal insolvency proceedings, composition proceedings or comparable foreign proceedings have been requested or opened against the assets of the buyer. The same applies when there is an inability to pay or a public register indicates the possibility of an imminent or existing inability to pay.

### 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. Retention of Title

8.1. 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. 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.

8.2. 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" and, at its own expenses, insure the goods at their replacement value against fire, water and theft.

8.3. 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.

8.4. 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 8.1. 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 8.1.

8.5. Buyer is entitled to resell the Reserved Property in the usual course of business. 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.

8.6. 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.

### 9. Weighing, sampling and assaying

9.1. 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 lot, buyer shall inform us in writing and block the intact parcel 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.

9.2. 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 parcel 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 consignment; 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.

### 10. Liability for Defects

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

10.2. The warranty period is one year 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*).

10.3. Immediately after delivery, the buyer is obligated to examine the Goods and shall notify us in writing about any obvious defects, unless otherwise provided for in the Terms and Conditions. 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 9.2 and promptly notice any defects detected in the course thereof by sending a defect notice with immediate effect.

10.4. 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.

### 11. Limitation of Liability

11.1. 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 (i.e. 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.

11.2. The limitations of liability pursuant to section 11.1. 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*).

11.3. 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.

11.4. The liability restrictions according to Clause 11.1. to 11.3. may be applied mutatis mutandis to the liability of our employees, assistants and of board members.

### 12. Place of Performance and Place of Jurisdiction

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

12.2. 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.



#### Data protection law information for business partners

Dear Sir/Madam,

We hereby inform you about the processing of your personal data by CRONIMET subsidiaries and your associated rights.

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

CRONIMET Raw Materials GmbH  
Südbeckenstraße 22  
76189 Karlsruhe, Germany  
+49 721 95 225-0

You can reach the data protection officer by post at the above address by stating "Data protection officer" or by email (Datenschutz@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. 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 sec. 1 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 sec. 1 a GDPR) e.g. despatch of newsletters or information correspondence, participation in marketing campaigns or surveys etc.;
- ❖ based on legal stipulations (Art. 6 sec. 1 c GDPR), e.g. to fulfil trade law or tax law retention obligations, to fulfil reporting or information obligations towards authorities, etc.;
- ❖ based on a legitimate interest (Art. 6 sec. 1 f GDPR); e.g. measures for IT security or measures to ensure proper business operations, to protect the company code, 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. Alternatively,

you can contact our data protection officer stated under section A. In order to avoid any cases of misuse, we can request that enquiries are provided with a handwritten signature or that the enquirer is otherwise legitimated.

You also have the right to lodge a complaint with a data protection supervisory authority. The supervisory authority responsible for our company is:

The state representative for data protection and freedom of information for Baden-Württemberg  
Königstrasse 10 a  
70173 Stuttgart