



General Terms and Conditions of Sale and Delivery

§ 1 Scope

- (1) All deliveries and services from GTD Graphit Technologie GmbH (hereinafter: "GTD") are exclusively subject to the following General Terms and Conditions of Sale and Delivery (hereinafter: "Delivery Conditions"). They also apply to all future business with the purchaser even if they have not yet been explicitly agreed. The applicability of deviating or additional terms and conditions from the purchaser is hereby excluded, even if GTD does not explicitly object to these. The following Sales and Delivery Conditions shall apply even if GTD performs the deliveries and services for the purchaser, without reservation, in the knowledge that the purchaser has deviating conditions.

§ 2 Offer and conclusion of contract

- (1) GTD's offers are subject to change and are non-binding unless they are explicitly described as binding.
- (2) If the order placement by the purchaser can be qualified as an offer, GTD may accept this offer within two weeks by submitting a written order confirmation. Any retroactive changes at the purchaser's request, including any resulting production downtimes, shall be invoiced to the purchaser.
- (3) An order is only considered accepted when it is confirmed in writing by GTD or when the goods are delivered. If the order is placed online, entering personal data and clicking on the "Order" button shall be considered equivalent to placing a binding order.
- (4) Sketches, drafts, correction proofs, changes in delivered/transmitted data and similar preliminary work requested by the purchaser shall be invoiced. The same applies to data transmission (e.g. via ISDN).
- (5) The information and data received from GTD in data sheets, brochures and other advertising and informational materials serve only as a guideline, and shall only be considered a binding part of the contract if GTD explicitly agrees to this in writing.
- (6) Information about product characteristics and shelf life shall only be considered a guarantee if it is explicitly described as such. The same shall apply if a procurement risk is assumed.



§ 3 Prices, payment conditions

- (1) Unless otherwise established in the order confirmation, all of GTD's prices shall apply ex works (Incoterm 2010) and do not include statutory value-added tax, any customs and the packaging and shipping costs, which shall be invoiced separately with the statutory value-added tax rate.
- (2) Unless otherwise agreed, payments shall take place in full as soon as the invoice is received. Invoices shall be issued for the date of delivery, partial delivery or readiness for delivery. The purchaser shall cover any interest and fees. These shall be paid immediately by the purchaser.
- (3) In the event of extraordinary preliminary work, an appropriate advance payment can be requested.
- (4) The purchaser can only offset claims that are undisputed or legally established. The purchaser is only entitled to assert a retention right to the extent that a counterclaim is based on the same contract, is undisputed or legally established.
If it becomes apparent after conclusion of the contract that fulfillment of the payment claim is threatened by the purchaser's inability to perform and pay for any given reason, GTD can request an advance payment, retain any undelivered goods and suspend further work. GTD shall also have these rights if the purchaser is in default with payments for deliveries on the basis of the same legal relationship. § 321 Para. 2 BGB [German Civil Code] remains unaffected.

In the event of a payment default, default interest of 8% over the base interest rate shall be payable. This shall not exclude the assertion of further default damages. If the purchaser does not pay the price, including ancillary costs as per Para. 1 and 2, within 10 days of invoice receipt and goods delivery, the purchaser shall be considered in default even without a warning.

- (5) GTD is entitled to assign claims from the business relationship with the purchaser.
- (6) GTD reserves the right to invoice the purchaser for the agreed performance by mail, or electronically by email.



§ 4 Delivery

- (1) Our delivery time is calculated as of the date of our order confirmation. All delivery deadlines are subject to the timely and correct availability of supplies.
- (2) The start and fulfillment of the delivery period requires final clarification of all technical details as well as receipt of all documentation to be provided by the purchaser, including required permits and plans. Compliance with payment terms and conditions must be agreed in advance, as well as agreement on all technical issues that the Parties reserve the right to clarify at the time of the contract's conclusion.
- (3) Delivery deadlines shall only be valid if they are explicitly confirmed by GTD. If the contract is concluded in writing, confirmation of the delivery deadline must also be made in writing. The delivery period shall end on the date when the goods leave the delivery plant or are warehoused due to delivery impossibility. If the purchaser requests changes to the order after the order is confirmed and such changes will affect the production time, a new delivery period shall begin when the changes are confirmed. GTD shall not be responsible for exceeding the delivery period if this is due to circumstances that cannot be attributed to GTD.
- (4) If GTD is late with its performance, the purchaser can only exercise the rights from § 323 BGB if GTD is responsible for the delay. This provision is not associated with a change in the burden of proof.
- (5) If the goods are to be shipped, risk shall be transferred to the purchaser as soon as the shipment is handed over to the person performing the transport.
- (6) Operational disruptions – both in GTD's operations as well as those of a supplier – such as strikes, lockouts and all other cases of force majeure shall only justify a termination of the contract if the purchaser can no longer reasonably be expected to wait. Otherwise, the agreed delivery deadline shall be extended by the length of the delay. However, termination can take place at the earliest four weeks after the abovementioned operational disruption begins. In these cases, GTD's liability is excluded.
- (7) Particularly for larger orders, GTD can provide partial deliveries of a reasonable size for the purchaser.



- (8) Overdeliveries and underdeliveries of the ordered quantities are permissible within the standard industry range of +/- 10%. This particularly applies to products that are specifically manufactured for the purchaser, and/or customer-specific products.
- (9) GTD shall have a retention right for the raw materials and other items delivered by the purchaser as per § 369 HGB until all owed receivables from the business relationship are completely fulfilled. Any material to be provided by the purchaser, regardless of type, shall be delivered to GTD free of charge. Receipt shall be confirmed without any assumption of a guarantee that the quantity described as delivered is correct. For larger items, the costs associated with the payment or a weight-based inspection, as well as any warehouse fees, shall be reimbursed.

§ 5 Reservation of title

- (1) The delivered goods shall remain the property of GTD until all receivables as of the invoice date are paid in full. The purchaser is only entitled to resell these within the ordinary course of business. The purchaser hereby assigns the purchaser's claims from such resale to GTD. GTD hereby accepts the assignment. At the latest in the event of default, the purchaser must name the recipient of the assigned receivable. If the total value of securities that exist for GTD exceeds GTD's receivables by more than 10%, GTD shall release securities at its own discretion to this extent at the purchaser's request or following a request from a third party disadvantaged by the overcollateralization.
- (2) GTD is entitled to insure the delivery item at the purchaser's expense against theft, breakage, fire, water and other damage unless the purchaser can provide proof of corresponding insurance.
- (3) In the event that goods delivered and owned by GTD are treated or processed, GTD shall be considered the manufacturer as per § 950 BGB and shall retain ownership of the products at all times during their processing. If third parties are involved in the treatment or processing, GTD's co-ownership shall be limited to the amount of the invoice value for the goods subject to reservation of title. Property obtained in this manner is considered property subject to reservation of title.
- (4) In the event that third parties gain access to the delivery item, especially through pledging, the purchaser shall inform them of GTD's ownership and shall notify GTD of this immediately. If and to the extent that the third party is unable to reimburse GTD for the extrajudicial and judicial intervention costs, the purchaser shall be liable for these.



- (5) As of the start of a payment default, GTD shall be entitled to withdraw from the contract.
- (6) In the event of non-contractual conduct, particularly payment default, GTD shall be entitled after a corresponding warning to request the return of the goods, and the purchaser shall be obligated to return these. Neither the return request nor the acceptance of a return shall constitute a withdrawal from the contract.
- (7) If GTD is entitled to receive a return, the purchaser shall allow GTD or an authorized representative to perform an inventory of the available goods subject to reservation of title.
- (8) It is not necessary to withdraw from the contract in order to assert the rights from the reservation of title.

§ 6 Transfer of risk, material defects

- (1) The purchaser must always inspect the goods immediately to determine their compliance with the contract. Risk shall be transferred to the purchaser when the goods are handed over to the purchaser or the purchaser's representative, and otherwise as soon as the shipment is handed over to the person performing the transport (shipper, freight forwarder or another person appointed to handle the shipment). This shall not apply in the event that the transport is performed by GTD.
- (2) The shipment route and method shall be chosen by GTD according to its best judgment, unless otherwise agreed.
- (3) If shipment is delayed due to circumstances that are the purchaser's responsibility, risk shall be transferred to the purchaser as of the notification date of shipment readiness. At the purchaser's request, GTD shall conclude transport insurance at the purchaser's expense.
- (4) The above provisions shall also apply to partial deliveries.



- (5) In the event of a material defect, GTD shall be liable as follows:
- a) All liability for defects due to poor setup, incorrect installation, poor maintenance, faulty or negligent handling or storage, improper repairs not performed by GTD, modifications made without written permission from GTD, natural wear and tear, excessive use, unsuitable operating conditions and operating resources as well as any chemical, electrochemical or electrical influences not caused by GTD and any weather or other natural influences is hereby excluded to the extent that these circumstances affected the creation of a material defect.
 - b) In the event that the purchaser sends GTD parts to be used for completion, reprocessing or reworking, GTD shall not assume any liability for their performance during heat treatment and processing. If the material becomes defective during this process, GTD shall be compensated for any costs already incurred during processing.
 - c) Any warranty claims by the purchaser require the purchaser to have properly fulfilled the inspection and complaint obligations as per § 377 HGB [German Commercial Code]. Any obvious defects must be reported in writing as soon as the goods are received. Any non-obvious defects must be reported in writing as soon as they are discovered. The affected parts shall be returned at GTD's request.
 - d) If the inspection and complaint obligation is violated, the goods shall be considered approved with regard to the defect in question.
 - e) If the defect complaint was unjustified, GTD is entitled to request that the purchaser compensate any expenses that GTD incurred as a result.
 - f) The warranty period is 12 months. This shall not apply if the law as per §§ 438 Para. 1 No. 2 (construction works and items used for construction works), § 479 Para. 1 (right of recourse) and § 634a Para. 1 No. 2 (construction defects) BGB stipulates longer periods; nor in cases of a loss of life, bodily injury or damage to health; in the event of an intentional or grossly negligent violation of obligations on our part; or a fraudulently concealed defect. The statutory rules regarding time limit suspensions, time limits and the restart of periods shall remain unaffected.



- g) If the purchased item is defective, GTD is entitled to choose whether it will rectify the defect or deliver a fault-free item by way of supplementary performance.
- h) If the purchaser has given GTD an appropriate grace period for supplementary performance and this has lapsed without result, or if a grace period is not required by law, or if GTD refuses to provide supplementary performance or such performance is unsuccessful, or if the type of supplementary performance chosen by GTD is unreasonable for the purchaser, or if the defect cannot be rectified within an appropriate period of time, the purchaser shall be limited to the right to reduce compensation (abatement) or to withdraw from the contract. The right to damage compensation as per § 437 No. 3 BGB is excluded unless it is based on the violation of significant contractual obligations (cardinal obligations).

§ 7 Liability

- (1) Any damage or expenditure reimbursement claims by the purchaser, regardless of legal grounds, are hereby excluded.
- (2) This liability exclusion shall not apply to
 - damage caused through intent or gross negligence,
 - a slightly negligent violation of significant contractual obligations, including by legal representatives or vicarious agents of GTD; in this regard, GTD shall only be liable for the average direct damage that is foreseeable and typical for this type of contract according to the product type,
 - a culpable loss of life, bodily injury or damage to the purchaser's health,
 - fraudulently concealed defects and an assumed guarantee regarding the characteristics of the goods,
 - claims based on the Product Liability Act.

§ 8 Limitation period

- (1) Any warranty and compensation claims by the purchaser, with the exception of damage compensation claims named under § 7 Para. 2, shall lapse after one year, beginning with the delivery of the goods. This shall not apply if GTD acted fraudulently. The statutory periods shall apply for damage compensation claims as per § 7 Para. 2.



§ 9 Industrial property rights/copyright

- (1) The purchaser shall be solely liable if the execution of the purchaser's order violates third-party rights, particularly copyrights. The purchaser must indemnify GTD from all third-party claims resulting from such an infringement.

§ 10 Place of jurisdiction, place of fulfillment, data privacy, validity

- (1) If the purchaser is an entrepreneur, legal entity under public law or a special asset under public law, or does not have a general place of jurisdiction within Germany, the place of jurisdiction and place of fulfillment for all disputes arising from the contractual relationship – including processes that involve checks, bills of exchange and legal documents – shall be GTD's registered place of business. The contractual relationship is subject to German law. The UN Convention on Contracts for the International Sale of Goods is excluded.
- (2) GTD is entitled to electronically store and further process the data provided by the purchaser. Any deletion of such data must be requested in writing. GTD is entitled to share with third parties any data about the purchaser that is obtained from the contract documents or that is needed in order to execute the contract, particularly with credit institutions and contractual partners, as long as this serves the execution of the contract. GTD shall observe the applicable statutory data privacy provisions.
- (3) If any provision of the contract and/or these Sales and Delivery Conditions should be invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the Parties agree to replace the invalid provision with a valid provision that as closely as possible approximates the economic purpose of the invalid provision.