

General Terms and Conditions of Sale

February 2025 / V02

I. Scope of Application

All offers, order confirmations, sales contracts, deliveries, and services provided by GG-GIESSTECHNIK GmbH & Co. KG and/or ASKI GmbH, with its registered office at D-51588 Nümbrecht, hereinafter referred to as GG/ASKI, are made exclusively on the basis of these General Terms and Conditions of Sale. These terms also apply to all future legal transactions, even if they are not expressly agreed upon again, in particular to future deliveries of replacement parts. Any terms and conditions of the purchaser that conflict with or deviate from these General Terms and Conditions of Sale shall not apply and will not be recognized by GG/ASKI, unless they are expressly confirmed in writing by GG/ASKI. Actions taken by GG/ASKI to fulfill the contract shall not be deemed consent to contractual terms that deviate from these conditions.

II. Scope of Delivery and Services

The scope of delivery and services includes only those deliveries and services expressly listed in the offer/contract.

Unless otherwise agreed, the following are specifically excluded:

- Buildings for the installation of the system
- Foundations and foundation anchors
- All piping for supply, connection, and disposal
- Cable ducts and connecting cables outside the scope of delivery of GG/ASKI
- Installation of the lines and the corresponding equipment
- Manhole and pit covers
- Charging baskets and racks
- Platforms, stairs, handrails, and safety grilles
- Cranes, lifting platforms, transport equipment, scaffolding, forklifts, and other work aids
- Unloading and proper storage of equipment
- Tools, small parts, and consumables required for assembly, commissioning, and operation
- Air conditioning units, especially for control rooms
- Training personnel in the operation of the delivered system
- Installation and commissioning
- Deliveries and services in accordance with standards and special regulations applicable in the country of destination
- Obtaining the official permits required for the installation, commissioning, and operation of the system.

The above-mentioned deliveries, services, and supplies must be provided by the purchaser at its own expense, in a timely manner, and in the required quality and quantity.

III. Prices

The prices listed in GG/ASKI's offer, in the purchaser's order, and in GG/ASKI's order confirmation or in the contract do not include any deliveries, services, or obligations that are not expressly mentioned in GG/ASKI's scope of delivery and services.

All taxes and duties incurred in the Purchaser's country or in a third country in connection with the contract shall be borne by the Purchaser. Should such taxes and duties be directly imposed on GG/ASKI, the Purchaser shall indemnify GG/ASKI in this regard.

If the prices include any services (installation supervision, commissioning, etc.), these are based on the contractually agreed schedule. If the schedule is extended or postponed for reasons not solely attributable to GG/ASKI, the additional costs will be billed to the customer at the GG/ASKI rates in effect at the time the services are rendered. In general, if the contractually agreed schedule is delayed by more than one month for reasons not solely attributable to GG/ASKI, GG/ASKI is entitled to adjust the contractually agreed prices in accordance with any interim changes or changes foreseeable or customary for the duration of the service provision in labor costs as well as other costs necessary for the deliveries and services (in particular, costs for materials, energy, transportation, subcontracted work, financing, etc.) and to charge the customer accordingly.

All consequences resulting from changes to laws or regulations or from new laws or regulations enacted after the date of the offer shall be borne by the customer. In the event of import restrictions imposed by a government authority, for example in the form of import duties, tariffs, or taxes, the contract price shall be adjusted accordingly.

IV. Payments

Payments for deliveries and services (or pro-rata payments in the case of partial deliveries) must be made in accordance with the terms and deadlines specified in the order confirmation/contract. Payments are considered fulfilled once they have been credited to GG/ASKI's account. Regardless of the chosen payment method, the customer assumes the transfer risks. Bank charges incurred in the customer's country and/or in any third countries shall be borne by the customer.

Payments must be made without any deduction for taxes, duties, etc. If installment payments were contractually agreed upon after delivery of the system (e.g., upon commissioning or acceptance), the customer must make these payments no later than 1 month after the respective contractually scheduled date, provided that this date was not met for reasons beyond GG/ASKI's sole control.

Contractually agreed-upon usage authorizations for the application software and the license code for the permanent operation of the system will be provided to the purchaser only after payment of the final contractually agreed-upon installment.

The customer may neither postpone payment of the contract price nor delay it beyond the agreed due dates. The customer may set off the contract price against counterclaims only if such counterclaims have been legally established. If the customer is in default of a payment or of providing payment securities such as bank guarantees, letters of credit, or other obligations, GG/ASKI may, at its discretion, either

- a) insist on performance of the contract and
- i) suspend the performance of its own obligations until the overdue payments or other performance have been settled,
- ii) claim a reasonable extension of the delivery period, and
- iii) charge statutory default interest from the due date, but at a minimum of 8% per annum, or
- b) if the customer's default exceeds 30 days, withdraw from the contract in whole or in part after granting a reasonable grace period and claim damages. In this case, the customer must return any goods already delivered to GG/ASKI, compensate GG/ASKI for any resulting depreciation of the equipment, and reimburse GG/ASKI for all damages arising in connection with the withdrawal from the contract.

In accordance with applicable law, the goods remain the property of GG/ASKI until the entire contract price has been paid in full and without reservation. If this retention-of-title clause is not permissible or is not valid or enforceable at the location where the goods were delivered, but case law permits GG/ASKI to reserve other rights in the delivered goods, then GG/ASKI may exercise all such rights. In this case, the purchaser is obligated to grant GG/ASKI these other rights in lieu of the retention of title.

V. Delivery Period

Unless otherwise agreed in writing, the delivery period begins on the latest of the following dates:

- i) The date the contract is signed by both parties or the date GG/ASKI signs the order confirmation;
- ii) The date on which all outstanding technical details of the system, to be clarified by the purchaser, have been resolved;
- iii) The date on which GG/ASKI receives a required down payment and/or a payment guarantee to be provided by the purchaser in favor of GG/ASKI is established and accepted by GG/ASKI.

The agreed-upon delivery date applies to delivery ex works and shall be deemed fulfilled at the moment the goods are made available for shipment (ready for shipment); this also applies in the event that the transportation costs are included in the agreed-upon price and GG/ASKI handles the shipment.

If the purchaser fails to fulfill its contractual obligations on time, in particular if

- payments are not made in accordance with the contract and/or contractual security (letters of credit, bank guarantees, etc.) is not provided in a timely manner; or
- the customer fails to provide the information necessary for the proper performance of the contract in a timely manner, or fails to approve drawings and plans submitted for its approval within a reasonable time; or
- parts and equipment to be provided by the customer are not available at the desired time; or
- the customer fails to provide contractually agreed support, cooperation, and services in a timely manner

GG/ASKI shall, without prejudice to any other rights it may have, be entitled to compensation for the resulting additional costs and to a reasonable extension of the schedule.

If the delivered goods cannot be delivered to the customer for reasons for which GG/ASKI is not solely responsible, the delivery shall be deemed legally effective upon notification that the goods are ready for shipment, and the payments agreed upon upon delivery shall become due. In such a case, the costs for storage, maintenance, security, and insurance shall be borne by the customer, and the risk shall pass to the customer.

GG/ASKI is exempt from timely performance of the contract if GG/ASKI is not solely responsible for any delay or if GG/ASKI is prevented from performing due to events of force majeure, such as the consequences of social conflicts (strikes or lockouts), unavailability of means of transport, government orders, energy-related measures, acts of war or terrorism, civil unrest, epidemics and pandemics, boycotts, explosions, cyberattacks, natural disasters—in particular floods and earthquakes, etc.—and other reasons beyond GG/ASKI's control. The same applies if such circumstances occur at subcontractors. Furthermore, GG/ASKI has the right to suspend further performance of the work and to postpone the deployment of personnel and/or withdraw personnel from the site if the safety or health situation in the country where the equipment or a part thereof is to be manufactured, assembled, or installed is, in the opinion of GG/ASKI or one of its subcontractors, not or no longer acceptable for the personnel of GG/ASKI or its subcontractors. Such circumstances shall also be considered an event of "force majeure." If such circumstances persist for a period exceeding 6 months, GG/ASKI shall be entitled to withdraw from the contract, and the customer shall be obligated to

pay for the goods manufactured and in production as of that time, as well as for services rendered, in proportion to the contract price, upon receipt of an invoice from GG/ASKI.

VI. Transportation and Insurance

In the absence of express agreements and precise instructions provided by the customer in a timely manner, the delivery item shall be shipped, at GG/ASKI's discretion, either packaged or unpackaged.

Unless otherwise expressly agreed in writing, the equipment is sold "ex works" (EXW) from GG/ASKI or its subcontractors. The INCOTERMS 2020 of the International Chamber of Commerce (ICC) apply.

If the delivery terms agreed upon in a specific case require GG/ASKI to organize transportation, the freight rates valid on the day of delivery, plus any necessary additional costs (e.g., for transportation permits, downtime and waiting times, route changes, etc.), will be invoiced separately. The buyer is responsible for ensuring safe and unimpeded access to the unloading point as well as for the immediate unloading of the means of transport.

Unless otherwise agreed in the contract, partial deliveries are permitted.

VII. Technical Data, Confidentiality

Weights, dimensions, consumption figures, performance specifications, descriptions of properties, and, in general, all data listed in catalogs, brochures, or promotional materials are non-binding unless they are expressly declared in writing to be part of the contract. GG/ASKI reserves the right to make minor changes to the delivered item, provided that such changes do not impair the system's functionality, particularly with regard to its usability.

The purchaser expressly agrees to keep the drawings and technical information provided to it by GG/ASKI confidential and to use them solely for the purposes of operating and maintaining the system. Under no circumstances is the purchaser entitled to disclose to third parties any such drawings and technical information relating to the subject matter of delivery and/or installation, or to reproduce them without the prior written consent of GG/ASKI, which remains the sole owner.

The Customer may not, without the prior written consent of GG/ASKI, directly or indirectly commission a competitor of GG/ASKI to perform installation or service work on the system covered by this contract. In particular, the Customer must ensure that no competitor of GG/ASKI is granted access to drawings or documents supplied by GG/ASKI.

VIII. Installation and Commissioning

If GG/ASKI's scope of services includes installation or supervision of installation at the system's installation site, the Customer is obligated to cooperate with GG/ASKI in such a way that the installation and commissioning take place under the best possible conditions.

The purchaser is obligated to inspect the delivered equipment for completeness and proper condition and, at its own expense, to arrange for onward transport to the installation site or to store it in a covered location protected from the elements in order to keep the equipment in proper condition until installation.

Security, storage, and insurance against fire, accidents, theft, etc., shall be at the expense and risk of the Customer and must be provided or arranged by the Customer. The Customer must also ensure that all equipment and materials are handed over to GG/ASKI's installation personnel in perfect condition as the installation progresses.

Furthermore, the Customer must ensure that the work is not carried out in locations that are hazardous to health or dangerous, that GG/ASKI personnel are provided with appropriate accommodations free of charge, and that medical care is available on site. Prior to the commencement of work, the Customer must notify GG/ASKI in writing and through appropriate documentation of any specific hazards on the construction site and must fully assist GG/ASKI's personnel in conducting a situation-specific risk assessment on site.

Upon request by GG/ASKI, the customer must provide the necessary materials, means of transport, tools, energy sources, operating supplies, gases, and liquids in general, as well as labor, free of charge, even if this is not specified in the contract.

If the Customer is responsible for installation and GG/ASKI merely supervises the installation, the installation shall be carried out at the Customer's expense and risk.

Should waiting times arise for GG/ASKI personnel during installation or commissioning that are not attributable to GG/ASKI, and should this result in delays or necessitate additional working hours, travel to and from the site, overnight stays, and the like, these costs will be invoiced to the Customer at the applicable GG/ASKI hourly rates and must be paid by the Customer.

IX. Performance Certificate and Acceptance

If the contract provides for a performance test and acceptance, acceptance must take place within 10 days of notification of the completion of commissioning or notification of readiness for acceptance, in accordance with the contractually agreed terms and conditions. Acceptance is deemed to have been successfully completed once the agreed performance test has been passed. Once this test has been passed, the Customer may no longer demand any further trials or tests.

If a performance test cannot be successfully conducted for reasons for which GG/ASKI is not solely responsible, the system shall be deemed to have been unconditionally accepted and accepted by the purchaser upon completion of commissioning, but no later than 6 months after delivery or readiness for shipment. Acceptance must be confirmed by an acceptance report signed by both parties.

Minor defects that do not impair the system's performance do not constitute grounds for refusing acceptance.

Unless expressly agreed otherwise in writing, the customer shall pay for the working and travel hours of the personnel dispatched by GG/ASKI at the applicable GG/ASKI hourly rates. The costs incurred during commissioning and acceptance for the operation of the system (energy, auxiliary materials, and consumables, etc.) shall be borne by the customer.

The Customer may not put the system into operation prior to acceptance, not even for preliminary tests. If the Customer nevertheless operates the system, this is done at the Customer's sole risk, and the system is automatically deemed accepted, and all of the Customer's contractual obligations associated therewith become due. If a system consists of several subsystems, the completion of commissioning or acceptance shall be declared for each respective subsystem in accordance with the progress of work, and the purchaser's associated contractual obligations (e.g., payment upon acceptance) shall become due proportionally upon the completion of commissioning or acceptance of the respective subsystem.

X. Warranty

GG/ASKI warrants that the equipment delivered by GG/ASKI is free from defects at the time of delivery that are due to defective materials or improper workmanship.

The warranty period is 12 months, except for parts that are exposed to high thermal stresses and parts that come into direct contact with liquid metals. No warranty applies to these parts. In the case of delivery of goods only—i.e., without installation—the warranty period begins upon shipment from the delivery plant or, in the event of a delivery delay for which GG/ASKI is not responsible, upon notification that the goods are ready for shipment. In the case of delivery including installation, the warranty period begins when the system is ready for commissioning. GG/ASKI will notify the customer in writing when the system is ready for commissioning. Unless the warranty ends earlier in accordance with the above provisions, any warranty shall in any case expire no later than 18 months after delivery or readiness for shipment.

For purchased parts, in particular electrical components, the warranty is limited to that of the respective manufacturer or supplier.

For replaced or repaired parts, the warranty expires at the same time as that of the main delivery.

All wear-and-tear parts are excluded from the warranty. If these are not specified in either the offer or the delivery contract, wear-and-tear parts customary in the industry shall be deemed excluded from the warranty obligation.

Any defect must be reported to GG/ASKI in writing without delay; failure to do so will result in the forfeiture of all claims for warranty and damages, specifically

- for visible defects, no later than 7 days after receipt of the delivery
- for non-apparent defects, no later than 7 days after discovery of the defect.

The purchaser must provide evidence that the defect already existed at the time of delivery; the reversal of the burden of proof provided for by law is excluded. Defective parts will, at GG/ASKI's discretion, be repaired or replaced free of charge, provided the defect is attributable to defective material or workmanship. Replaced defective parts must be made available to GG/ASKI and shall become the property of GG/ASKI.

The purchaser must grant GG/ASKI a reasonable amount of time and the opportunity to remedy the defect. The purchaser's right to assert claims for defects expires six months after the date of proper notification of the defect, but no later than the expiration of the warranty period.

The warranty does not cover defects resulting from faulty, improper, or negligent handling, as well as interventions or uses that were not foreseeable under the contract. The warranty shall expire if the customer or third parties make modifications or repairs to the system without the written consent of GG/ASKI, or if the customer fails to take appropriate measures immediately to prevent further damage and to enable GG/ASKI to remedy the defect.

Furthermore, the warranty shall be void if the system is put into operation without supervision by GG/ASKI personnel, or if the system is not operated and maintained in accordance with GG/ASKI guidelines.

Only in urgent cases where operational safety is at risk and to prevent serious damage (in which case GG/ASKI must be notified immediately), or if the defect cannot be remedied despite repeated attempts by GG/ASKI to do so, does the customer have the right to remedy the defect themselves or have it remedied by third parties and to demand reasonable reimbursement from GG/ASKI for the justified direct costs.

If the existence of a defect within the meaning of the above provisions is disputed, the Customer bears the burden of proof. If the Customer asserts defects that are not covered by the warranty, the Customer must reimburse GG/ASKI for all costs and expenses incurred as a result.

XI. Software

To the extent that software is included in the scope of delivery, the purchaser is granted a non-exclusive right to use the delivered software, including its documentation, for the purpose of operating the system. Use of the software on more than one system is prohibited. The purchaser may not reproduce, modify, translate, or make the software available to third parties. All other rights to the software, the documentation, and the source code remain with GG/ASKI or the software supplier.

For software purchased by GG/ASKI and for standard software, the respective provisions of the end-user license agreements apply, and the customer assumes all rights and obligations arising therefrom. Any further claims against GG/ASKI are excluded.

XII. Limitations of Liability

Under no circumstances shall GG/ASKI be liable for consequential damages, indirect damages, lost profits, production downtime, loss of revenue, loss of orders, loss of interest, or data loss, regardless of the legal basis.

GG/ASKI's total liability arising out of or in connection with the contract, on whatever grounds, is limited to 10% of the contract price.

The exclusions and limitations of liability do not apply in cases of willful misconduct.

If GG/ASKI is obligated to pay damages, such damages shall be limited to the amount of loss that was foreseeable to GG/ASKI at the time the contract was concluded.

The customer must provide proof of GG/ASKI's fault; the reversal of the burden of proof provided for by law is excluded. If a contractual penalty or forfeiture has been agreed upon, it shall be deemed lump-sum damages and final settlement of all claims and thus excludes all further claims for damages.

The exclusions and limitations of liability apply, to the extent permitted by law, to all liabilities of GG/ASKI arising from or in connection with the contract, including, in particular, any liabilities arising from the breach of warranties and representations regarding quality. GG/ASKI's liabilities are exhaustively governed by the contract; any further claims by the purchaser, regardless of their legal basis—such as, in particular, breach of ancillary contractual obligations (e.g., advice, instructions, operating manuals), torts (e.g., damage to property, property damage), recourse claims arising from product liability, as well as claims for compensation for damages not incurred to the delivered item itself, are excluded.

The aforementioned exclusions and limitations of liability also apply in favor of GG/ASKI's subsidiaries, subcontractors, licensors, employees, and vicarious agents.

XIII. Compliance with Export Control and Customs Regulations

GG/ASKI's performance of the contract is subject to the condition that no foreign trade regulations, in particular national or international (re-)export control regulations and/or customs regulations, including embargoes, sanctions, or other restrictions on the movement of goods (hereinafter collectively referred to as: "foreign trade regulations"), exist that would prevent GG/ASKI from fulfilling the contract; otherwise, GG/ASKI is entitled to withdraw from the contract in whole or in part.

When transferring the goods delivered by GG/ASKI, as well as the accompanying documentation—regardless of the manner in which they are made available—or the services provided by GG/ASKI, including technical support of any kind, to third parties, the Purchaser must comply with the applicable foreign trade regulations. In any case, when transferring the goods or services to third parties, the purchaser must comply with the foreign trade regulations of the country where GG/ASKI is headquartered, the European Union, the United Kingdom of Great Britain and Northern Ireland, and the United States of America. If the Customer violates foreign trade regulations when transferring the goods or services, GG/ASKI is entitled to refuse to perform the contract and/or to terminate the contract concluded with the Customer for good cause with immediate effect. Furthermore, GG/ASKI has the right to demand a contractual penalty from the Customer in the amount of 5% of the contract price.

The purchaser is obligated to provide GG/ASKI, upon request, with all information and documents necessary to comply with foreign trade regulations or requested by authorities in this regard. These obligations may include, in particular, information regarding the end recipient, the (final) destination, or the intended use of GG/ASKI's goods or services. The purchaser shall fully indemnify GG/ASKI against all claims asserted against GG/ASKI by authorities or other third parties due to the purchaser's failure to comply with export control obligations, and the purchaser undertakes to compensate GG/ASKI for all damages and expenses incurred in this connection. GG/ASKI shall not be liable for damages arising in connection with or as a result of the refusal to perform the contract or the termination of the contract by GG/ASKI.

XIV. Arbitration, Ordinary Jurisdiction, Venue, and Governing Law

All disputes arising from this contract shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. Unless otherwise agreed, the contract shall be governed by the laws of the Supplier's country, and the place of jurisdiction shall be Gummersbach, North Rhine-Westphalia, Federal Republic of Germany. The language to be used in the arbitration proceedings shall be German.

However, GG/ASKI and the customer are free to pursue disputes or claims arising out of or in connection with the contract, including disputes regarding its validity, breach, termination, or nullity, through the ordinary courts for amounts in dispute up to EUR 50,000.00. The exclusive place of jurisdiction shall be the court with subject-matter jurisdiction in Gummersbach, North Rhine-Westphalia, Federal Republic of Germany.

The contract is governed by the substantive law of Germany, excluding its conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods.

XV. General Provisions

Should any individual provisions of these General Terms and Conditions of Sale be invalid, unenforceable, ineffective, or void, the remaining provisions shall remain unaffected. In such a case, the invalid, unenforceable, ineffective, or void provision shall be replaced by one that most closely approximates its economic purpose in a manner permitted by law. This shall apply mutatis mutandis to any gaps in the contract.

The contracting parties waive the right to contest the contract on the grounds of error, the cessation or change of the basis of the transaction, or for any other reason whatsoever.