General Terms and Conditions of Sale and Delivery

1. Preamble

These General Terms and Conditions of Sale and Delivery ("GTCSD") shall apply exclusively to the present and all future business transactions with customers. Deviating, conflicting or supplementary general terms and conditions on the part of the customer shall only be valid if we confirm them in writing for the respective order. Individual agreements made with the customer in individual cases shall always take precedence over these GTCSD.

2. Conclusion of Contract

2.1 As a rule, purchase orders placed by the customer shall be deemed to represent a contractual offer. This shall also apply even if we have previously provided the customer with cost estimates, price lists or a document designated as an offer. All offers made by us, including the sales prices specified in our price lists, shall be subject to change and are non-binding, unless expressly designated otherwise. Documents such as brochures, illustrations, drawings as well as the products and services presented on the Internet shall also not be binding for us with regard to design, dimensional and property specifications, unless they are designated by us as binding. All offers shall be subject to change, i.e. a contract is only concluded when we send an order confirmation confirming the precise scope of delivery as well as the delivery period for an individual order in writing, or when the scope of delivery is provided by us. The written form requirement for the order confirmation shall also be met if the order confirmation is sent in text form by means of remote data transmission (e.g. e-mail).

2.2 We reserve the right of ownership and copyrights to illustrations, drawings, calculations and other documents. This shall apply not only to such written documents that are designated as "confidential". We may reclaim any documents provided at any time without any right of retention being able to be asserted. The customer shall require our express written consent prior to any disclosure to third parties, duplication or storage of any kind whatsoever in the customer's own databases.

3. Delay and Default of Delivery

3.1 Delivery periods and delivery dates that are not expressly designated as binding in the order confirmation shall always be deemed to be approximate. They refer to the time of shipment and are thus complied with upon notification of readiness for shipment.

3.2 Incoterms clause (ICC 2020) FCA shall be deemed as agreed, unless otherwise agreed between the contracting parties. The choice of the shipping route and the mode of transport shall be determined at our discretion.

3.3 If we have taken out transport insurance, then any claim for compensation in the event of damage shall be limited to the amount reimbursed by the insurance. In any case, the customer shall notify not only the carrier, but also us, of any recognizable transport damage and shall leave the damaged goods in the condition in which they were delivered until we have released them.

3.4 If the shipment is delayed due to culpability on the part of the customer, then the risk shall pass to the customer already upon notification of readiness for shipment. We shall be entitled to store the merchandise at our discretion at the customer's expense and risk and to have such insured against any risk.

3.5 Compliance with the period of delivery shall presuppose clarification of all technical and commercial details and fulfillment of all obligations incumbent upon the customer. If this is not the case, then the delivery period shall be extended by a reasonable period of time.

3.6 If we are in default with delivery, then the customer shall be entitled to compensation for damages caused by such delay in the amount of 0.5% of the value of the merchandise not or only partially delivered for each completed week of the default. However, such compensation shall not exceed 5% of the value of the same delivery.

3.7 We shall be entitled to make customary partial deliveries as well as render partial services, unless the partial delivery or partial service proves to be unreasonable for the customer.

3.8 In order to meet delivery deadlines we shall be entitled to deliver higher-quality goods at the price agreed with the customer either in whole or in part. Such deliveries shall not entitle the customer to a new delivery of the replacement qualities. The right to notification of defects with respect to the additional qualities shall not apply.

4. Prices and Terms of Payment

4.1 Unless otherwise agreed and confirmed by us, our prices shall apply free loading ex works excluding packaging, freight, insurance and any value added tax. These additional costs shall be invoiced separately.

4.2 Our invoices shall be due and payable without deduction within 14 days of the date of invoice. Any deviating provisions shall be agreed in writing and shown on the respective invoice. Deduction of a discount shall require a special written agreement. Invoices may be sent either in written form or in text form by means of remote data transmission (e.g. e-mail). The timeliness of payment shall be determined by the date of our receipt of the respective amount. After fruitless elapse of this period the customer shall be in default of payment without the need for a reminder.

4.3 We shall be entitled to claim default interest at the statutory rate in the event of default in payment, the date of our receipt of payment being decisive. Assertion of further damages shall not be excluded by this clause.

4.4 Setoff with counterclaims on the part of the customer or the retention of payments due to such claims shall only be permissible if the respective counterclaims are undisputed, due for decision or the subject of declaratory judgment.

4.5 The customer shall not be entitled to assign claims arising out of this Agreement to third parties without our prior written consent.

5. Packaging

5.1 The choice of the type of packaging shall be at our discretion. The customer shall be responsible for the costs of packaging.

5.2 For packaging that is returned to us free of charge in perfect recyclable condition, the following shall apply: 50% of the invoiced packaging costs shall be credited for cases and 60% of the invoiced packaging costs shall be credited for crates.

5.3 At the customer's request we shall insure the delivery by transport insurance; the customer shall be responsible for any costs incurred in this regard.

6. Reservation of Title

6.1 The following reservation of title serves to secure our respective existing current and future claims against the customer arising out of the current business relationship, including any and all balance claims from current account ("secured claims").

6.2 Any items delivered by us shall remain our property until full payment of all secured claims. The delivery items and the items replacing them that are covered by the retention of title in accordance with the following provisions are hereinafter referred to as "conditional commodities".

6.3 Any delivery items subject to retention of title may not be pledged to third parties or assigned as security prior to full payment of the respectively secured claims. The customer shall immediately notify us in writing if an application for the opening of insolvency proceedings is filed or if the conditional commodities are attached, seized or otherwise subject to disposition by third parties.

6.4 The customer shall hold the conditional commodities in safe custody for us free of charge and shall be obliged to handle such with care. In particular, the customer shall be obliged to sufficiently insure the conditional commodities in accordance with their replacement value at the customer's own expense against damage by fire, water and theft. If maintenance and inspection work is required for proper maintenance of the merchandise, then the customer shall perform such work as the customer's own expense.

6.5 The customer shall be entitled to sell the conditional commodities subject to retention of title in the ordinary course of business if it is ensured that the customer's claims from such resale are transferred to us. In the event that the conditional commodities are resold, the customer shall already assign us the resulting claim by way of security against the purchaser arising out of such resale as well as the claims replacing the conditional commodities or otherwise arising with regard to the conditional commodities, such as insurance claims or claims in tort in the event of loss or destruction, including any and all current account balance claims. We hereby accept such assignment. Subject to revocation, the customer shall be authorized to collect the claims from such resale.

6.6 If the law of the country in which the merchandise is located does not permit retention of title, but allows us to reserve other rights to the merchandise, then we shall be entitled to exercise all rights of this kind. The customer shall cooperate in the measures which we shall take to protect our right of ownership – or any other right to the merchandise that replaces the right of ownership.

6.7 If we cancel or withdraw from the Agreement in accordance with statutory provisions, then the customer's right to possession of the conditional commodities shall expire and we may demand their return. In this case we shall be entitled, following consultation with the customer, to enter the customer's business premises and to take possession of the conditional commodities at the customer's expense and, without prejudice to the customer's payment and other obligations, to exploit them in the best possible manner by way of private sale or by auction; the proceeds of such exploitation shall be set off against the customer's liabilities following deduction of the costs incurred; we shall disburse any remaining surplus to the customer.

7. Defects, Warranty, Warranty Period

7.1 The warranty period shall amount to twelve months as of delivery.

7.2 The customer shall immediately notify us in text form of any complaints about our deliveries following arrival of the merchandise at the place of destination; defects that were not recognizable at the time of delivery shall be immediately asserted in writing, no later than ten days after their discovery.

7.3 In the event of defects notified in due time, the customer shall be entitled, at our discretion, to rectification of the defect or delivery of an item free of defects ("subsequent performance"). The customer shall grant us the time required in order to carry out such subsequent performance. In the event of a replacement delivery, the customer shall return the defective merchandise to us. Replaced parts shall become our property.

7.4 If we are responsible for a defect, then we shall bear the costs of inspection and subsequent performance, in particular transport, travel, labor and material costs (however, not the costs of removal and installation). If we are not responsible for a defect, then we may demand compensation from the customer for the costs incurred as a result of the unjustified request for rectification of the defect.

7.5 Any warranty shall lapse if the customer fails to handle the merchandise in a proper manner and in accordance with the respective technical requirements. This shall apply in particular if the merchandise is exposed to the influence of moisture although this has a negative effect on the merchandise properties, or merchandise which has been finished under clean room conditions is not processed or handled under adequate conditions.

7.6 We shall not assume any warranties unless they have been expressly agreed.

8. Liability, Intended Use

8.1 The product descriptions published by us are of a general nature and may be subject to change within the scope of technical developments. Therefore, they are not binding and merely serve to provide information with regard to possible uses and applications.

8.2 We undertake to deliver our products in conformance with the material specifications. The quality of the welding of our products is beyond our control. Since this depends on the interaction of alloy components and technical circumstances at the place of use, we generally exclude any liability for the quality of the welding of the products that we supply. We recommend purchasing trial quantities from the available production batches and welding them under the conditions at the place of use prior to ordering larger quantities. By placing an order for delivery of the merchandise, the customer acknowledges that any complaint with regard to the welding results shall be excluded. Thus the customer is not entitled to demand reduction, subsequent delivery or return or to claim any consequential costs or pecuniary losses due to unsatisfactory welding results.

8.3 Each contracting party shall be liable without limitation for loss and damage as a result of a grossly negligent breach of contract and/or as a result of deliberate misconduct on the part of the respective contracting party. In the event of negligence, we shall be liable only insofar as cardinal obligations are concerned; that is, obligations whose fulfillment make proper performance of the agreement at all possible and compliance with which the respective other contracting party may rely

on. In the event of a breach of cardinal obligations, the liability amount shall be limited to foreseeable damage typical for the agreement.

8.4 Except in the event of a grossly negligent and/or deliberate breach of contract, the contracting parties shall not be liable to each other for indirect damages, punitive damages or lost profits, regardless of whether these are based on an agreement or tort or arise out of applicable law or otherwise.

8.5 Notwithstanding anything to the contrary elsewhere, in no case and regardless of the legal basis (contract, tort [including negligence], statutory liability, misrepresentation, indemnity or any other area of law) shall we be liable for any loss of profits or revenue, loss of use or production, loss of data, cost of capital, cost of substitute goods, damage to property other than the contracted products, and any damage, expenses or losses arising out of such damage, or for incidental or consequential damage, or any of the aforementioned damage suffered by third parties.

8.6 The limitation of liability set forth in this Agreement shall not apply to

- the injury to life or health by a contracting party
- such cases in which strict liability applies under the law (e.g. product liability)

8.7 With the exception of claims in tort, any claims for damages asserted by the customer where liability is limited under this provision shall fall under the statute of limitations as of one year starting with commencement of the statutory period of limitation.

9. Force Majeure

9.1 Neither of the contracting parties shall be liable to the respective other party for, or entitled to, damages if the performance of one party's obligations is delayed or prevented by events such as natural disasters, strikes, lockouts, sabotage, export or import restrictions, labor disputes, war, civil war or warlike acts, epidemics or pandemics, terrorist threats or attacks by terrorists, civil disturbances, usurpation of civil or military government, restrictions on the use of energy and delays in deliveries by subcontractors or sub-suppliers caused by such circumstances referred to in this clause or other circumstances beyond the reasonable control of the affected party ("force majeure"), whether the occurrence of such circumstance was foreseeable or not. However, an instance of force majeure shall not excuse non-payment of the remuneration owed by one contracting party to the other.

9.2 The contracting party claiming to be affected by an instance of force majeure shall immediately notify the respective other party in writing with regard to the occurrence and cessation of such circumstance. If we are prevented by force majeure from fulfilling our obligations in a timely manner, then the delivery period shall be extended by the duration of the hindrance and an appropriate period for response.

9.3 If performance of an agreement or any part thereof is prevented, impeded or delayed for a period of more than six months, then the contracting parties shall attempt to find a mutually satisfactory solution.

10. Fee-based webinars and events

10.1 A participation fee may be charged for individual webinars, seminars, training sessions, and other events organized by Dockweiler AG. The applicable participation fee and the services included therein are specified in the description of the respective event. By registering, the participant submits a binding booking request. The contract for participation is concluded upon confirmation of the booking or participation by Dockweiler AG. The participation fee is due upon receipt of the invoice within the payment period specified therein.

10.2 Cancellation of participation is free of charge up to 14 calendar days before the start of the event. For cancellations made later but no later than 7 calendar days before the start of the event, 50% of the participation fee will be charged; thereafter, or in the event of a no-show, 100% of the participation fee will be charged. A suitable replacement participant may be designated at any time free of charge.

10.3 Dockweiler AG reserves the right to cancel or postpone an event for good cause, in particular in the event of the speaker's absence, technical malfunctions, force majeure, or failure to reach the required minimum number of participants. Participation fees already paid will be refunded in full in the event of a cancellation. Further claims may only be asserted in accordance with statutory provisions.

11. Final Provisions

11.1 Should individual clauses of these General Terms and Conditions of Sale and Delivery or of the Agreement be or become invalid, then this shall not affect the validity of the remaining clauses. In place of the invalid clause, a clause shall be deemed agreed that corresponds to its spirit and purpose. The same shall apply to any gaps in the Agreement.

11.2 The place of performance shall be Neustadt-Glewe.

11.3 These Terms and Conditions and the contractual relations between us and the customer shall be governed by the law obtaining in the Federal Republic of Germany, to the exclusion of German law with regard to General Terms and Conditions (Sections 305 et seq. of the German Civil Code [BGB]) as well as the United Nations (Vienna) Convention on Contracts for the International Sale of Goods [CISG].

11.4 The place of jurisdiction shall be our principal place of business. However, we shall also be entitled to assert claims at the customer's principal place of business.

Version: November 2026