

GENERAL SALES TERMS & CONDITIONS

Montanstahl

1. Definitions

In these General In these General Sales Terms and Conditions ("GSTC"), the following terms shall have the meanings assigned to them below:

- a) "Montanstahl" refers to any of the following companies:
 - o Montanstahl SA, with registered office in Stabio (Switzerland);
 - o Montanstahl GmbH, with registered office in Schwerte (Germany).
 - o Montanstahl Architectural Steel Profiles GmbH with registered office in Verl (Germany).
- b) "Buyer" refers to the individual, company, or entity purchasing goods and/or services from Montanstahl.

2. Validity

The contractual liability of Montanstahl only arises after a written confirmation has been given by Montanstahl. Agreements differing from this written confirmation require the written approval of Montanstahl. These GSTC apply for the processing of all of our goods deliveries and the provision of the related services to the Buyer. Any conditions of the Buyer that contradict or deviate from our GSTC require our express written consent in order to be valid. Our GSTCs shall also apply if we perform unconditional delivery to the Buyer whilst being aware of contradictory or deviating conditions of the Buyer.

3. Pricing and invoicing

Quoted and invoiced prices do not include statutory VAT. All quantities, dimensions, weights and additional information contained in an offer are quoted with the greatest care, however no responsibility is accepted for their accuracy. For invoicing, the sizes and quantities of the actual delivery or performance apply, on the basis of the acknowledged delivery notes. The agreed and invoiced prices are only valid, providing that the Buyer observes the agreed payment conditions. In the event that payments are not punctually made, Montanstahl is entitled to make additional charges. Montanstahl reserves the right to change the agreed price in case of force majeure events according to paragraph 7 of these GSTC.

4. Payment and Payment terms

Payments and payment terms are always stipulated in the order confirmation. In case no other agreements apply, the invoiced prices are payable net. The Buyer can claim a discount only insofar as it is clearly stated on the order or the invoice. Complaints for deficiencies or belated deliveries do not entitle the Buyer to modifications of the due date of settlement or an extension of the credit period. Discounts can only be applicable when invoices are settled within the agreed deadline for early payment and no older invoices remain unpaid. All Buyer payments will be used to extinguish older debts. In case of delayed payments, the Buyer can be charged monthly interest on arrears at bank rates. In case of delayed payments, the Buyer is also bound to reimburse extra-judicial reminder fees. In case of delayed payment of even a part of a total outstanding invoice, Montanstahl is entitled to immediately demand payment for the balance.

5. Reservation of title

Goods delivered remain property of Montanstahl until the payment has been made in full. In case the goods are combined or processed with other articles, the Buyer forthwith transfers his full or partial proprietary rights pertaining to the processed material, or to the new item, over to Montanstahl and is to store such goods using due commercial care. Obligations against third parties arising from the disposal of ownership are forthwith transferred to the supplier. At the latter's request, the Buyer is legally bound to declare to the third-party buyer the transfer of proprietary rights regarding payment to Montanstahl. In case of the institution of bankruptcy proceedings concerning the Buyer's estate or in case of payment delayed 60 days after the due date, Montanstahl is entitled to remove existing goods from the Buyer's possession, thus exercising his proprietary rights, and to avail himself, by an analogous procedure, of the regulations concerning the return of goods. Should Montanstahl, by reason of the aforesaid reservation of title, repossess the delivered goods, the Buyer will be liable for any shortfall arising from the resale of these goods, as well as bearing the return and forwarding costs.

6. Prohibition of transfer

The Buyer is not entitled to transfer obligations onto Montanstahl, regardless of the legal grounds. This applies also to future obligations.

7. Delivery and impairment of performance

Delivery times indicated by Montanstahl will be adhered to according to feasibility and possibility. Should this not be possible, the Buyer is entitled to rescind the contract after agreeing to a reasonable extension. The Buyer may not reject partial deliveries and waives the right to enforce claims for damages resulting from delayed deliveries.

The period for delivery begins with the date of definitive and full confirmation of order. The delivery period re-commences if Montanstahl does agree to subsequent alterations. Montanstahl accepts no liability in relation to any delay in delivery nor for any coincidence. Delays in delivery neither entitle the Buyer to withdraw from the contract nor to claim damages.

In these GSTC, force majeure shall include any and all unforeseeable events in the service provision processes of Montanstahl, or third parties with which it has a contractual relationship, which could cause the provision of services to be disrupted (delayed, rendered impossible or more difficult, etc.). This includes acts of state with the same or similar repercussions (e.g. import and export bans, increases in duties, changes to permit practices). Force majeure events are, in particular, natural phenomena of a certain severity (earthquakes, volcanic eruptions, water shortage, etc.), wars, acts of terrorism, boycotts, sanctions, authorised/unauthorised strikes, shortage of raw materials and energy, epidemics and other serious incidents and their consequences in the locality of the business premises of Montanstahl or of third parties with which it has a contractual relationship. In the event of such impairment of performance, Montanstahl is (i) released from the service obligation without compensation if performance is impossible or entitled, (ii) in case of delay or (iii) in the event of disproportionate impediment to the performance, to propose a new delivery date to the Buyer for the former and a new offer for the latter, and to withdraw from the contract in the event that these proposals are rejected. Should Montanstahl's service provision be disrupted in any other way, the legal consequences of (iii) above shall apply.

Should similar events (force majeure, acts of state or other circumstances) cause the Buyer's demand or interest to change, the Buyer shall still be obliged to make full payment to Montanstahl, regardless of their predictability or fault on the part of the Buyer. The parties are entitled to make other arrangements, to be agreed between them on an individual basis.

8. Blanket orders

In case of business transactions with continuous deliveries based on bulk orders, the Buyer has a duty to make call offs and plan the relevant assignment of the monthly quantities. Should such call offs or assignments not be punctually made, then Montanstahl, having twice made requests for call offs or assignments, is entitled to assign quantities and carry out deliveries of

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his own accord at least every four weeks, or to rescind the remaining part of the transaction or to demand compensation for nonperformance.

9. Deliveries in excess or in default

Unless agreed separately in writing, excess or short deliveries of up to 15% are permissible.

10. Drawings and tools

Montanstahl reserves the right of ownership and copyright in drawings and other documentation. These may not be duplicated or made accessible to third parties. Tools and similar items including for which the Buyer has undertaken part payment, remain in the ownership of Montanstahl. Montanstahl may dispose of the tools without giving prior notice on expiry of three years from the date of the last delivery.

11. Consultancy

All sketches, drawings or other designs, processes and ideas proposed by Montanstahl are given to the Buyer for examination, without obligation. It is the concern of the Buyer to ensure by manufacture of prototypes or by other suitable measures that these designs, processes and ideas are suitable for his purposes and that no industrial property rights, standards and regulations are infringed by their use. The liability of Montanstahl for such proposals and advice is expressly excluded.

12. Dispatch and transfer of risk

Liability for risks is transferred to the Buyer when the goods are handed over to the carrier or forwarder and at the latest, however, when they leave the Montanstahl's premises. Terms such as FOB, C+F and CIF require particular agreements.

13. Warranty, duty to inspection and complain

Transport damages are to be communicated to the carrier and the supplying Montanstahl without delay. Complaints are to be made by the Buyer in writing without delay, at the latest 14 days after goods have arrived at the place of destination. In case of faults which cannot be detected within this period, despite even the most careful inspection, complaints must be raised upon detection without delay, immediately ceasing any possible processing, and must be supported with sample pieces.

The warranty provided by Montanstahl is limited to the free replacement or, at its discretion, to the free repair of products which have not been processed by the Buyer and which Montanstahl recognises as defective. Alternatively, the reduced value may also be refunded. The product warranty expires 24 months after delivery or storage at the suppliers premises. Any other warranty claims by the Buyer are excluded.

14. Claims for compensation

Regardless of the legal grounds, the Buyer is not entitled to claims for compensation against Montanstahl, unless they are based on intention or gross negligence. The claim is limited to compensation for damage which is foreseeable at the moment of completion of the contract. Other claims differing from those mentioned in these circumstances are excluded.

15. Protection of personal data

The Parties acknowledge that the execution of this Contract will entail the mutual processing of the following personal data:

- a) personal data of their internal contact persons assigned to the conclusion and execution of the agreed activities, including, for example: identification data (e.g., first name, last name, company role/function), contact data (e.g., company e-mail, company phone number).

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In addition, the Parties represent and acknowledge that:

- i. each will act as an autonomous data controller in accordance with the Federal Data Protection Act (FADP) and the General Data Protection Regulation (GDPR);
- ii. have informed each other about the processing of the above personal data in accordance with the principles applicable and provided for in the (FADP) and GDPR;
- iii. undertake to process the same by adopting appropriate security measures in order to avoid personal data breaches (data breach), in accordance with the (FADP) and GDPR;
- iv. the processing of the aforementioned personal data is necessary to execute this Contract and that failure to provide them would prevent the completion of this Contract.
- v. you can view the full text of the privacy policy in **Annex A**) to these General Terms and Conditions.

16. Severability clause

Should individual provisions of these GSTCs be or become invalid and/or ineffective, in full or in part, (e.g. due to contradictory GSTCs [Battle of the forms]), the validity and/or effectiveness of the remaining provisions or parts of such provisions will remain unaffected. Should individual provisions be invalid or ineffective, or should these GSTCs be incomplete, the parties shall endeavour to reach a mutual solution before bringing the matter before a court.

17. Applicable law and place of jurisdiction

The contractual arrangements of the parties are subject to the substantial laws of Switzerland excluding the conflict-of-laws provisions and the Vienna Convention on the International Sale of Goods. The courts of the registered office of Montanstahl shall be competent to decide on all disputes arising from or in connection with the contractual relationship of the parties. Montanstahl reserves the right to commence proceedings against the Buyer at his domicile.

Revision History

Rev.	Date	Description	Written by	Approved by
1.0	28/10/2023	Release	Filippo Stumm (Legal & Compliance Director)	Wolfgang Stumm (CEO)

