

General Terms and Conditions of Sale ("GTC") for Commercial Transactions

A) Scope of Application

I. The sale of products/goods by ThoRe Steel Trading GmbH and all associated services shall be carried out exclusively under the following terms and conditions. Any deviating or conflicting terms and conditions of the customer shall only be valid if ThoRe Steel Trading GmbH has expressly acknowledged them in writing. Mere acceptance of an order without ThoRe Steel Trading GmbH explicitly objecting to the customer's deviating terms shall not constitute their (tacit) acceptance.

II. By placing an order, the customer unconditionally acknowledges these "GTC" as binding.

III. These GTC are only binding if the customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.

IV. The order confirmation submitted by ThoRe Steel Trading GmbH shall be considered binding unless the customer objects in writing within 14 calendar days of receipt. After the expiration of this period, the order confirmation shall be deemed tacitly accepted, unless otherwise contractually agreed.

V. The statutory provisions shall apply in addition, insofar as they do not contradict these GTC.

B) Contract Agreement, Offer

I. The governing contract language is German.

II. The offers made by ThoRe Steel Trading GmbH are always non-binding and subject to self-supply, i.e., ThoRe Steel Trading GmbH orders the goods required for order fulfillment from its contractual partners/suppliers based on the customer's order. In particular, the indication of delivery dates is therefore made to the best of ThoRe Steel Trading GmbH's knowledge and belief but is non-binding. Should delays occur in self-supply or if the supplier is unable to fulfill its obligations, ThoRe Steel Trading GmbH shall immediately inform the customer and promptly refund any consideration already provided by the contracting party.

III. A legally binding contract with ThoRe Steel Trading GmbH shall only come into effect upon its acceptance of the order in text form to the customer.

IV. If the order confirmation deviates from the customer's order without materially altering the contract content, the customer must immediately object to ThoRe Steel Trading GmbH in text form in the event of non-acceptance. Otherwise, the deviation shall be deemed approved.

C) Prices, Contract Parameters

I. Unless otherwise agreed in text form, prices are ex-works or ex-warehouse, exclusive of freight, handling, value-added tax (VAT), and import duties. Subsequent modifications to the order entitle ThoRe Steel Trading GmbH to charge the associated additional costs.

II. The prices stated in the order confirmation are not fixed prices; rather, they are based on the current list prices of the manufacturing plants as of the date of the order confirmation. If the list prices increase three months or later after the conclusion of the contract but before delivery, ThoRe Steel Trading GmbH shall adjust the price from the order confirmation accordingly at the time of delivery or performance in the same proportion. The customer shall be informed without delay and may request corresponding proof of the price change.

III. The quality class, types, and dimensions of the goods shall be determined according to the DIN and EN standards specifically agreed upon at the time of contract conclusion or, if not otherwise agreed, according to the standards applicable at that time.

IV. Weight specifications are based on the weighings performed by ThoRe Steel Trading GmbH or its supplier, with the weight slip being decisive. Where legally permissible, weights may be determined without actual weighing based on standard norms. ThoRe Steel Trading GmbH is entitled to determine the weight theoretically based on standard norms plus an additional 2.5% (commercial weight). Actual weight deviations of up to +/- 0.5% shall not constitute grounds for complaint.

V. The order confirmation conclusively defines the contractual performance obligations of ThoRe Steel Trading GmbH. Unless otherwise agreed, ThoRe Steel Trading GmbH is only obligated to make the goods available for collection at the agreed location.

D) Transfer of Risk, Packaging, Delivery Dates

I. The risk shall transfer to the customer in accordance with the contractually agreed Incoterms in their respective current valid version. The term "delivery dates" within the meaning of these GTC refers to the dates on which the goods are ready for collection.

II. The stated delivery dates are to be understood as non-binding, based on experience, and subject to timely self-supply (see also Section B) II.).

III. Deliveries shall be carried out based on the concluded contractual agreement or the order confirmation at the customer's cost and risk. The goods shall generally be delivered/provided without packaging and without rust protection, unless otherwise agreed.

E) Export Regulations

I. The contractual goods shall be delivered without any required export licenses. The procurement of such licenses is the sole responsibility of the customer, if not otherwise agreed.

II. If a delivery is delayed or prevented due to export restrictions, ThoRe Steel Trading GmbH shall be entitled to withdraw from the relevant contract.

F) Retention of Title

I. The delivered goods shall remain the property of ThoRe Steel Trading GmbH until all outstanding balance claims within the business relationship have been fully settled.

II. The customer may resell the goods subject to retention of title only in the ordinary course of business under customary business conditions and as long as they are not in default. However, resale is only permitted under the condition that the claims arising from the resale are transferred to ThoRe Steel Trading GmbH in accordance with Sections III., IV., and V. The customer must disclose this arrangement to the third party to whom the goods are resold. Any other disposal of the goods subject to retention of title is not permitted.

III. The customer hereby assigns to ThoRe Steel Trading GmbH all claims and ancillary rights, including any securities provided by third parties, arising from the resale of the goods subject to retention of title. If the goods subject to retention of title are resold together with other goods that were not supplied by ThoRe Steel Trading GmbH, the assignment of the claim from the resale shall only apply to the amount corresponding to the resale value of the goods subject to retention of title.

IV. The customer is authorized to collect claims from the resale, provided that ThoRe Steel Trading GmbH does not revoke this authorization. Revocation is only permissible if necessary and reasonable to secure claims against the customer, particularly in the event of payment default.

V. The customer is only entitled to assign or sell claims to third parties with the prior written consent of ThoRe Steel Trading GmbH.

VI. The customer must immediately notify ThoRe Steel Trading GmbH in writing of any seizures or other interventions by third parties. Pledging or assigning the goods subject to retention of title as security requires the consent of ThoRe Steel Trading GmbH.

VII. If the value of the existing securities exceeds the secured claims by more than 15%, ThoRe Steel Trading GmbH shall, upon the customer's request, release the excess securities at its own discretion.

VIII. The customer is required to store the goods subject to retention of title separately and/or mark them accordingly and to insure them against common risks. Upon request, the customer must provide proof of such insurance.

G) Customer Obligations

I. The customer is obliged to provide the necessary cooperation and adhere to the agreed payment deadlines.

II. Unless otherwise agreed, the stated prices are net prices and do not include delivery. The applicable statutory value-added tax (VAT) shall

be added. A cash discount deduction is generally not granted or only granted upon express agreement.

III. The purchase price shall become due upon the transfer of risk and must be settled by bank transfer without cash payment.

IV. The delivered contractual item must be inspected by the customer for quality and dimensions before processing. Any certificates, test reports, or other documentation do not exempt the customer from this obligation.

V. The customer is obliged to declare any specific requirements that may affect the execution of the order (e.g., EN 9120, KTA 1401, etc.) in their inquiry and during the order placement and to inform ThoRe Steel Trading GmbH accordingly to ensure compliance both in advance and during order processing.

H) Prohibition of Set-Off and Retention

I. The customer may only set off claims against ThoRe Steel Trading GmbH if such claims are undisputed or have been legally established by a final court decision.

II. The customer is not entitled to assert any right of retention unless the claims justifying such retention arise from the same contractual relationship or are undisputed or have been legally established by a final court decision.

III. In the event of defects, the customer shall be entitled to a right of retention only if the delivery is obviously defective or if the condition of the goods clearly justifies a refusal of acceptance. In such a case, however, the customer is only entitled to retain an amount that is reasonable in relation to the defects and the anticipated costs of subsequent performance, particularly the rectification of defects.

I) Transport Risks

I. The customer is obliged to inspect the goods upon receipt for completeness and integrity.

II. Any obvious transport damages, such as visible damage to the packaging, must be confirmed in writing by the responsible employee of the transport company or the carrier at the time of delivery. A notation on the freight document alone is not sufficient.

III. In the case of transport damages that are not externally visible, the following steps must be taken:

- For shipping and freight forwarding shipments: The damage must be reported immediately, but no later than seven working days after delivery, to the freight forwarder in text form.
- For rail shipments: The damage must be reported immediately, but no later than seven working days after delivery, and an official damage report must be requested.

Regardless of the above, any transport damages and the required notifications to the respective transport company must also be reported separately and without delay to ThoRe Steel Trading GmbH in text form

J) Liability for Defects

I. The defect-free condition of the goods is primarily determined by their conformity with the contractually agreed specifications/order confirmation, particularly the agreed EN standards, data sheets, and relevant regulations. Otherwise, or additionally, the product description provided by ThoRe Steel Trading GmbH shall be applicable.

II. The limitation period for defect claims is one year.

III. In the event of a justified notice of defect, ThoRe Steel Trading GmbH shall take back the defective goods, and the customer shall receive defect-free replacement goods unless rectification is carried out.

IV. If ThoRe Steel Trading GmbH fails to fulfill this obligation, the customer shall be entitled to the statutory rights regarding defects. A repair attempt is considered unsuccessful only after a second attempt has failed, at which point the customer may claim damages or other defect-related rights under the law.

V. Liability for defects cannot be asserted against ThoRe Steel Trading GmbH if a transport damage has not been reported in due time in accordance with Section I).

VI. Within the limitation period, the customer is obliged to report any defects without delay. If a hidden defect only becomes apparent later, it must be reported within five working days of discovery, specifying the defect in detail in text form.

VII. The customer's rights concerning a defect shall lapse if they fail to grant ThoRe Steel Trading GmbH the opportunity to inspect the defect without delay upon request. Upon request, the disputed goods or samples thereof must be made available for inspection.

VIII. Claims for defects shall not exist in the case of only insignificant deviations from the agreed specifications or only minor impairments of usability.

K) Liability Provisions

I. Liability shall arise if ThoRe Steel Trading GmbH, its legal representatives, or vicarious agents culpably - whether intentionally or negligently - cause an injury to life, body, property, or any other right through their actions or culpable omissions.

II. Liability shall also exist if ThoRe Steel Trading GmbH, its legal representatives, or vicarious agents culpably—whether intentionally or negligently—violate essential contractual obligations. An essential contractual obligation is one whose fulfillment is a prerequisite for the proper execution of the contract and on whose compliance the customer regularly relies and is entitled to rely. In such cases, liability shall be limited to foreseeable and direct damages.

III. Liability under the German Product Liability Act remains unaffected.

IV. Any further liability of ThoRe Steel Trading GmbH is excluded.

L) Choice of Law and Jurisdiction, Data Protection

I. The contract shall be governed by the laws of the Federal Republic of Germany, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, and the conflict of law rules of private international law.

II. The place of performance for deliveries and payments shall be the registered office of ThoRe Steel Trading GmbH, unless otherwise agreed in writing.

III. The exclusive—also international—place of jurisdiction for all disputes arising from the contract or its execution shall be the registered office of ThoRe Steel Trading GmbH. However, ThoRe Steel Trading GmbH shall also be entitled to bring an action against the customer at any other general or special place of jurisdiction.

IV. ThoRe Steel Trading GmbH stores and processes customer data in accordance with the provisions of the General Data Protection Regulation (GDPR).

M) Miscellaneous

I. The assignment of claims by the customer against ThoRe Steel Trading GmbH to third parties is excluded. Section 354a of the German Commercial Code (HGB) remains unaffected.

II. Any changes or additions to the contractual provisions made solely orally shall have no legal effect.

III. Should any provision of these GTC be found legally invalid, the validity of the remaining provisions shall remain unaffected. In the event of an invalid provision, the parties are obliged to agree on a legally effective replacement provision that comes closest to the economic purpose of the invalid provision.

IV. In case of doubt or discrepancies regarding the interpretation of these GTC, the German version shall prevail over the English translation.