



Terms and Conditions of Sale SCHLENK GROUP (version 02/2025, dated 01.06.2025)

1.) Application

(1.1) For any - also future - agreements and offers between any German entity within the Schlenk Group (currently Schlenk SE, Schlenk Metallic Pigments GmbH, Schlenk Metallfolien GmbH & Co. KG, Schlenk Service GmbH & Co. KG, Schlenk TAF GmbH & Co. KG, CuNex GmbH) as **Seller** with **Customers**, the following terms and conditions of sale shall exclusively apply. Following terms and conditions shall also exclusively apply for any crossborder /international agreements and offers between any non-German, European entity within the Schlenk Group (currently Albo Schlenk s.r.o., Kamnik Schlenk d.o.o., Pigmenti Metallici srl.) and Customers. Contrary or deviating conditions of the Customers shall not apply, unless we accept them explicitly in writing. No written acknowledgement shall be deemed to exist if automated buttons on electronic platforms or systems are selected or confirmed or if the contractual service is provided without reservation despite knowledge of deviating terms and conditions. Unconditional performing of contractual services despite of knowledge of conflicting or deviating conditions of the Customer does not constitute any acceptance of these terms and conditions. Any contrary or deviating terms are herewith purely precautionary objected.

(1.2) Deviating individual agreements between the contracting parties shall have priority. In this case these Terms and Conditions of Sale apply subordinately and complementarily.

(1.3) These Terms and Conditions of Sale only apply towards companies in the sense of §14 BGB (German Civil Code), legal entities and special funds under public law as defined in §310 I BGB (German Civil Code).

(1.4). These Terms and Conditions shall apply to all services to be provided by the Seller, in particular also other services or performances under a contract for service and labour.

2.) Offer and Order

(2.1) The offers are subject to change and non-binding. A contract becomes only valid with the final acceptance from the Seller by a written confirmation of order or by performance of the order. No fiction of assumption is accepted.

(2.2) Any verbal agreements, additional understandings, etc. as well as any warranties or representations made by members of the staff shall become binding upon the Seller only if confirmed by the Seller in writing.

(2.3) The agreed contractual quality of the Products solely depends on the individual agreements in writings between the parties upon conclusion of the contract. Neither descriptions of Products nor any data sheets shall be deemed as a warranty of quality or an indication of quality. This shall equally apply to the qualities of any samples sent. Samples are always sent for information purposes only. Any guarantee or any procurement obligations shall only be valid if they were expressly designated as such. Only the most recent confirmation of order shall be valid in each individual case. Any previous confirmations of order shall cease to be valid upon a new confirmation of order sent.

(2.4) All services performed in relation to the main service are generally subject to remuneration. Any changes in the fulfilment of the contract shall remain reserved, insofar as this is reasonable for the Customer.

(2.5) The Seller rejects all processing costs of the Customer.

3) Delivery

(3.1) Regarding deliveries of metal foils, a quantity deviation of +/- 10% from those ordered shall be permitted, in case of small orders of less than 50 kg, larger quantity deviations shall be permitted. Customary excessive lengths and shorts as well as part deliveries shall be permitted.

(3.2) If any circumstances become known to the Seller which might give rise to serious doubts as to the solvency or creditworthiness of the Customer, the Seller shall be entitled to demand immediate payment, payment on delivery, shorten payment terms, request immediate payment upon delivery or the provision of adequate security. If the Customer fails to comply with such justified demand, the Seller

shall, at its own option, be entitled to withdraw from the contract or claim damages. If a justified petition is filed to open insolvency proceedings against the assets of the Customer, Seller shall, in addition, be entitled to withdraw from the contract.

(3.3) Delivery times will be individually agreed on and indicated in the confirmation of order. The indicated delivery time assumes unhampered Production as well as correct and on-time receipt of Seller's own supplies. Delivery times shall be deemed complied if the Products have left the factory/warehouse of the Seller or if in case of impossibility of dispatch, readiness for dispatch is notified and the Customer has contributed all that is necessary.

(3.4) Indicated delivery times shall not be deemed as firm dates but as limitation to the agreed performance period. This shall apply to any calendaric dates determined as well. Anything to the contrary shall only apply if delivery times have been explicitly assured as firm dates. Contract penalty for delayed delivery shall not be agreed.

(3.5) In case of a Force Majeure Event the Parties are relieved from their duties to perform their obligations. Deadlines and terms shall extend corresponding to the duration as well as by a reasonable start-up and expiry period of the Force Majeure Event. As Force Majeure Events shall be deemed, in particular but without limitation: lack of energy/raw materials, natural disasters, obstruction of specific transport routes, industrial actions, labor disputes in the own sphere and the supplier companies, epidemics, pandemics, war, acts of terrorism, cyber-attacks, strikes, disruptions to telecommunications, infrastructure technical or energy supply systems, foreign policy orders, lockouts, administrative orders, excusable absence or defectiveness of supplies by third parties, breakdowns, malfunctions and any other impediments beyond the reasonable control of the parties.

(3.6.) An increase in freight and delivery costs due to the circumstances mentioned in section 3.5 can be passed on to the Customer in an appropriate amount. If delivery becomes impossible or due to impediments stated in 3.5, Seller's obligation to deliver shall cease. Insofar Seller immediately notified the Customer about the impediments, eventual possible compensation claims of the Customer shall not apply. The Customer may rescind from

the affected part of contract upon expiry of a reasonable grace period in case of objective unreasonableness of adhering to the contract. Further claims of the Customer do not exist in this case.

(3.7) In case of exceeding the delivery time indicated on the confirmation of order not due impediments stated in 3.5, the Customer shall be obliged to set an appropriate period of grace. Period of grace shall be no less than fourteen (14) days.

(3.8) Delivery shall be ex works (FCA Incoterms 2020) carriage forward unless otherwise explicitly agreed on in the confirmation of order. Any extra costs for rapid, express or time-definite delivery shall always be charged separately to the Customer

(3.9) Shipping method for prepaid shipments shall be selected at the best discretion. Otherwise, the Seller will try to satisfy the Customer's request as far as possible.

4.) Prices

(4.1) Unless fixed prices are explicitly agreed, the stock market price prevailing at the date of delivery in addition to the conversion rate shall be decisive. Delivery dates shall be the days on which the Products leave the factory or warehouse.

(4.2) Price modifications shall be permitted if there is a period of more than eight (8) weeks between conclusion of contract and the agreed delivery date or the production costs increase in particular due to higher labor and/or material costs. The price increase must be appropriate to the actual cost increase.

(4.3) The value-added tax valid at the date of delivery, shall be added to the agreed price. For primary material provided by the Customer, no value-added tax shall be charged. If, at a later date, the fiscal authority establishes that there were taxable sales, the Customer shall make retrospective payments in relation to the value-added tax.

(4.4) Transport or any other packages are usually disposable packs and included in the price. Those become property of the Customer and are not taken back by the Seller. Special packs - particularly Euro pallets, special packs for aluminum, copper powder and Rogal types as well as coils and cores for rolling mill

Products are lent to the Customer. These packing materials remain the property of the Seller. After emptying, the Customer shall return them without delay and freight paid to the loading site. The valid address of the loading site can be found on the original invoice and/or on the invoice for loan containers. Any damaged or unreturned loan packaging will be charged at cost price. As far as statutory take-back and recycling obligations exist, Seller offers to take back the empty packages in the same way as the special packs. The costs of transport shall be borne by the Customer. Information according to § 15 Verpackungsgesetz (German Packaging Act) is waived.

5) Transfer of risk

The risk of accidental destruction and/or accidental deterioration of the Products shall pass to the Customer upon delivery to the forwarding agent, however, at the latest, when the Products leave/ upon the Products leaving the factory or warehouse, irrespective of who bears the freight charges and whether shipment is made from the place of performance.

6) Due dates

(6.1) Payment for Products delivered shall be due within fourteen (14) days after receipt of Products and invoice unless otherwise explicitly agreed on in the confirmation of order. The Customer shall be automatically, even without a separate reminder in default as of the 15th day after receipt of Products and invoice, insofar no payments are received.

(6.2) In the event of default payment by the Customer all existing debts shall become immediately due in cash, irrespective of any accepted bills of exchange or credits granted. The Customer shall not be permitted anymore to sell any Products that are property of the Seller or co-property and shall be obliged to provide security.

(6.3) The same shall apply if the Customer suspends payments or loses creditworthiness.

(6.4) From the moment of default in payment the statutory provisions regarding default interest shall apply.

(6.5) Bills of exchange shall be accepted only subject to their eligibility of discount and only after individual agreement on account of

performance, without assuming any liability for protest.

(6.6) No early payment discount shall be agreed.

(6.7) If we have delivered partially defective Products, the Customer shall, nevertheless, be obliged to pay for the portion of Products which is incontestably free from any defects unless the part shipment is not of any interest to him. Besides, the Customer shall be entitled to set off only against counterclaims which have been recognized by declaratory judgment or are uncontested.

7.) Reservation of title

(7.1) All Products delivered shall remain sole property of the Seller until payment in full of all sums due to the Seller, including any future accounts receivable. Such sums due shall also include any accessory claims, e.g. shipping charges, exchange charges, packing charges and interest. Payment shall be deemed made upon Seller's receipt of the equivalent value. Customer agrees to execute all forms necessary to perfect such interest. If according to applicable local laws, an effective protection of Schlenk's ownership in the Products would need any registration or filing, Customer agrees to execute all forms necessary to perfect such interest on its own costs.

(7.2) If the Seller grants the Customer the cash value for paying the purchase price by endorsing a bill of exchange issued by the Seller and accepted by him for discounting (bill-cheque exchange procedure), the title of the Products shall pass to the Customer only when the bill of exchange has been honored and liability of the Seller under the bill has expired.

(7.3) The Customer shall be entitled to resell the reserved Products or to process or mix them with Products which do not belong to the Seller in the ordinary course of business, but not to pledge or transfer the same by way of security without written approval from the Seller. The Seller's reservation of title shall then refer to the share in the new Product in the ratio of the value of Seller's reserved Products to the remaining external Products, which have also been used, at the time of their processing.

(7.4) The Customer shall assign now any claims on third parties to the Seller arising from the resale of the reserved Products up to the invoiced amount (including VAT). In case the value of this security exceeds the value of the

Sellers open claims against you for more than 20%, we shall be obliged for release of security at Sellers choice on demand.

(7.5) Irrespective of the assignment and of the Sellers right to collect, the Customer shall remain authorized for the collection of claims as long as he fulfills his commitments towards the Seller and as long as he does not suffer a financial collapse. Upon Sellers demand, he shall inform the debtor of the assignment. The authorization for resale, processing and collection shall be revocable in the event that the Customer fails to comply with his obligations under this agreement.

(7.6) The Customer shall notify the Seller forthwith of any execution proceedings concerning the reserved Products or any assigned claims.

(7.7) The Customer shall be obliged to treat the reserved Products with care and to maintain them in good order and condition. He shall take out insurance for the reserved Products with the reasonable care of a prudent businessman at his own expenses against damage, theft, fire and water.

(7.8) The Customer is aware that the samples and production resources (tools, forms, templates, etc.) ordered embody considerable development know-how and that the Contractor has a particular interest in maintaining confidentiality in this regard. For this reason, it is agreed that the Customer shall have no claim to the surrender of the samples and production resources at any time, regardless of the legal basis, even if the Customer assumes the full tool costs and/or the supply relationship is terminated.

The Customer's right to demand monetary compensation if the legal requirements are met remains unaffected.

8.) Warranty ("Gewährleistung") and Liability(" Haftung")

(8.1) The Customer shall be obliged to examine Products forthwith upon receipt in a suitable manner within the scope of an incoming inspection according to §377 HGB (German Commercial Code). Apparent or transport caused defects shall be claimed in writing forthwith, not later than seven (7) days, upon receipt; hidden defects shall be claimed in writing forthwith upon detection.

(8.2) If several defects arise due to the same internal connection, these losses deemed to be a single defect. Irrespective of the number or nature of the individual loss events the Seller is liable for only one loss caused by a causal connection. These damages are limited to one loss event and cannot be claimed separately.

(8.3) In case of a delayed notification in writing indicating the defect and batch-/order-/invoice number by the Customer, the Products to this extent shall be considered as approved and free of defects. Upon commencement of processing, connection/mixing with other items or forwarding, the delivered goods shall be deemed accepted by the Customer as being in accordance with the contract in the event of apparent defects.

(8.4) In case of defective delivery, Seller shall as supplementary performance, at his choice, provide a substitute or rework.

The Customer shall give us the necessary time and opportunity to examine the alleged defectiveness.

The Customer shall reimburse any costs incurred in connection with an unjustified request for subsequent performance.

The Customer shall have the right of reduction or withdrawal only if supplementary performance failed repeatedly or is unreasonable. In addition to withdrawing from the contract, compensation for damages is also excluded beyond this scope. In cases of insignificant defects, the Customer shall only have the right of reduction under the same conditions.

(8.5) The warranty shall not cover damage arising from improper processing, storage or treatment. The Seller shall provide no liability for any defects arising from inappropriate or improper use, from faulty assembly or incorrect commissioning by the Customer or a third party, from normal wear and tear, or from faulty or negligent treatment. There shall likewise be no liability for the consequences of incorrect changes or carried out modifications without our consent, as well not for repairs carried out by the Customer or by a third party.

(8.6) The Seller shall not assume liability for effects of oxidation caused on unprotected metal strips, foils or other Products after transfer of risk. Protected metal strips and foils shall be processed within the Product shelf life stated as MHD. If this processing period is exceeded, the liability for any defects being the result thereof is excluded.

(8.7) Metal powders and pigment Products or other Products shall be durable for at least six months, reckoned from the production date, respectively until the stated shelf life (MHD), if handled properly (storage, transportation, etc.). If this processing period is exceeded, any Products shall be subject to a separate quality control by the Customer. Liability for damages as a result of processing defective Products, which could have been avoided by a separate quality control are hereby excluded.

(8.8) For the storage and handling of the Products please see respective leaflets from Seller and as well any separately given instructions. Non-compliance with these guidelines shall exclude any liability for damage resulting therefrom.

(8.9) The Customer shall be obliged in case of processing in deviations of Product details, to implement self-reliant suitability tests for each deviating process form. As the Products are subject to strict testing obligations, the Product details solely refer to testable process forms by the Seller. In case of any deviating or not testable process forms by the Seller, the Customer has additionally to a self-reliant suitability test, to inform the Seller, even in cases of minor deviations, insofar the deviation could result in damage attributable to the further processing, which exceeds the purchase value of the Products. In the event of a culpable non-compliance with this duty to inform, the Seller shall reserve the right to claim damages. § 444 BGB (German Civil Code) shall remain unaffected.

(8.10) The warranty period shall commence with the date of delivery of Products to the Customer. It shall, however, end at the latest one year after the Products have left the factory or warehouse of the Seller. This does not apply to goods subject to § 438 I No. 2 German Civil Code, § 445b German Civil Code and other mandatory statutory limitation provisions that prescribe a longer period, § 438 I No. 1, III German Civil Code.

(8.11) Subject to the condition that the Contractor purchases the Products as authorized dealer/distributor, he shall be obliged to pass these liability terms and provisions on to his Customers. In the event of a culpable non-compliance with this obligation, recourse to the Seller shall be excluded in so far as the liability of the Customer towards the Customers of the Customer would have been restricted by passing on these warranty terms and provisions.

(8.12) The Seller and his vicarious agents shall be liable for breaches of duty only in cases of gross negligence and/or intent. The Seller shall also be liable for explicitly given guarantees ("Garantien"), for fraudulent intent as well for culpable injury to life, limb or health. In case of negligent caused property damage and financial loss the Seller and his vicarious agents shall only be liable for breaches of essential contractual obligations; however, limited to the amount of the predictable and contractually typical damages at the conclusion of the contract. Essential contractual obligations are those, which performance is characteristically and which the Customer can rely on. Liability for indirect damages and consequential damages is excluded.

(8.13) Sellers Liability shall be limited to the maximum amount covered in the operational liability insurance cover (typical and customary in this line of business). It shall also be limited to reasonably predictable and contractually typical damages. Liability for damage resulting from delay shall be limited to 5% (five per cent) of the purchase price. This shall not apply in cases of intent or gross negligence as well as case of culpable injury to life, limb or health. Any further liability for damages than provided for in the above paragraphs shall be excluded irrespective of the legal nature of the asserted claim. The limitation of liability does not apply to claims under the Produkthaftungsgesetz (German Code), which cannot be excluded.

(8.14) In case a third party raises a justified claim due to property right infringement, the Seller is only liable towards the Customer in the terms stated in (8.15) and in case that the Customer instantly informs the Seller in writing about the claim, that he does not admit the claim and that all legal actions are reserved for the Seller. In case the Customer will be sued due to alleged property right infringement, he has to inform the Seller in writing instantly and shall enable the Seller to participate in the legal dispute. The Seller is not liable for property right infringements if they are due to Customer requirements or to reasons which the Customer is culpable for (modifications, deviating applications, etc.)

(8.15) Any claims prescribe after 12 months from the date on which the client became aware of the damage and the identity of the party responsible for the damage or should have become aware of this without gross negligence. Claims due to intent or gross negligence as well

as claims due to §478 BGB are subject to the statutory periods of limitation.

9.) Confidentiality

(9.1) Each party to this agreement shall use any documents (including samples, models and data) and any business or Product information received in the context of the business relations with company of the Seller only for the mutually pursued purposes and shall keep them secret from third parties with the same diligence and care as he would apply to his own documents and business or Product information.

In addition, the Customer undertake not to use, analyze or examine the information outside of the purpose for which it was intended from the Seller. All associated rights and ownership shall remain with the respective contracting party.

(9.2) This obligation shall commence as of the date the documents, or any knowledge thereof were first received and shall terminate thirty-six (36) months after termination of the business relations.

(9.3) This obligation shall not apply to any documents and/or business or Product information which is or are generally known or which the contracting party is already aware of, without having been obliged to observe secrecy, or which is or are subsequently passed on by a third party entitled to disclose them or which are developed by the receiving party to this agreement without making use of any documents that are to be kept secret or of any business or Product information of the other party.

(9.4) Upon request, termination of the contractual relationship or once the purpose has been achieved, all information in physical and non physical form must be deleted, destroyed or returned.

10.) Environment and Sustainability

In the context of corporate responsibility, it is essential to harmonize economic, ecological and social goals. The Seller makes the best possible efforts to preserve the ecological, social and cultural environment from the perspective of future generations. Environmental protection is an elementary component of this Corporate Policy. The Seller sets itself energy targets and provides the necessary resources and a network to achieve

them. He uses appropriate means and the best available technologies to reduce environmental pollution to a minimum, even beyond the applicable regulations. For the year 2025, the Seller can meet all 10 Criteria of the UN Global Compact with all requirements and confirms that it has reaffirmed the ten principles of the United Nations Global Compact in the areas of human rights, labor standards, environmental protection and anti-corruption. He is also a participant in the "Umwelt+ Klimapakt-Bayern." For this reason, the Seller also expects from Customer to act in a corporate manner with social responsibility and with a focus on environmental protection and sustainability.

11.) Labor Protection and Compliance

(11.1) Seller and Customer commit themselves without restriction to comply with and respect national and international human rights catalogs such as the fundamental rights of the Basic Law of the Federal Republic of Germany and the Charter of Fundamental Rights of the European Union. It is guaranteed that employees involved in the production or delivery of goods or services are not affected by any form of child labor, forced labor or exploitation. Furthermore, Seller and Customer must ensure that business practices observe and comply with all principles for combating discrimination against employees. All minimum standards in labor law, such as the payment of an appropriate minimum wage and compliance with the applicable occupational health and safety regulations, must also be observed.

(11.2) Seller and Customer undertake to comply with the applicable Supply Chain Act.

(11.3) The Customer shall ensure an appropriate compliance structure and integrated management systems intended to ensure compliance with all applicable laws, regulations and standards associated with the entire business relationship. The Whistleblower Protection Act shall also be implemented appropriately, comparable to on homepage of the Seller: <https://de.schlenk.com/kontakt>

12.) Data Protection

Personal Customer data is stored and processed exclusively within the framework of the statutory provisions and insofar as it is necessary within the framework of the contractual relationship. Corresponding data

protection notices in accordance with Art. 13 DSGVO can be viewed on Seller's homepage: <https://de.schlenk.com/footer/datenschutz>

13.) Export Control

In the absence of deviating individual agreements, all deliveries are intended for first-time placing on the market within Germany or in the agreed country of delivery to the Customer. The export of the goods by the Customer to another country may be subject to approval due to various reasons (e.g. type, use, final destination). The Customer bears the responsibility for this independently with regard to fulfillment and observance of the legal requirements (e.g. export regulations, embargos, etc.).

14.) Place of performance and jurisdiction

(14.1) Place of performance shall be the respective registered office of the concerned entity of the Schlenk Group.

(14.2.) For business relations with Customers domiciled in the European Union or EFTA states (currently Switzerland, Liechtenstein, Iceland and Norway), the exclusive place of jurisdiction shall be Nuremberg, Germany. However, the Seller is entitled to sue the Customer at his general place of jurisdiction. For business relations with Customers domiciled outside the European Union or EFTA states, all disputes arising in connection with this contract, or its validity shall be finally settled in accordance with the Rules of Arbitration of the Nuremberg Chamber of Industry and Commerce for Middle Franconia (IHK Nürnberg für Mittelfranken), without recourse to the ordinary courts of law. The language of the arbitration shall be English, and the place of arbitration shall be Nuremberg, Germany.

(14.3) The contractual relationship shall exclusively be governed by the Law of the Federal Republic of Germany.

15.) Severability clause

In case an individual provision of this contract or these terms and conditions is or becomes completely or partly invalid, it shall in no way affect the validity of the rest of the contractual provisions. The contracting parties commit themselves to immediately establish a legally binding regulation resembling the economically intended purpose of the invalid provision. This

shall also apply if any supplementation might be required in the course of the execution of the contract.

These Terms and Conditions of Sale exist in a German, English and a Czech version. In cases of discrepancies or ambiguities the German version shall prevail exclusively.

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