

GENERAL TERMS AND CONDITIONS OF SALE

Schierle Siyaya GmbH

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I. Scope / Conclusion of Contract

1. These General Terms and Conditions of Sale apply to all – including future – contracts with entrepreneurs, legal entities under public law and special public-law funds regarding deliveries and other services, including contracts for work and contracts for the supply of both fungible and non-fungible goods to be manufactured or produced.
Any terms and conditions of purchase of the buyer are not recognized, even if we do not expressly object to them upon receipt.
2. Our offers are non-binding. Orders placed by the buyer are only binding for us if confirmed by us in text form. The same applies to changes to orders. However, we are entitled to accept an order by executing the delivery without prior confirmation. Acceptance may take place within a reasonable period after receipt of the order.
3. Oral agreements, promises, assurances, guarantees, and statements regarding the purpose or use of our products made by our employees in connection with the conclusion of the contract shall not be binding unless confirmed by us in text form.
4. The inclusion of inspection certificates according to DIN EN 10204 must be agreed upon in text form. We are entitled to provide such certificates in copy form and to redact the purchaser's and issuer's names on those copies.
5. For the interpretation of commercial clauses, the Incoterms in their most recent version shall apply.

II. Prices

1. Unless otherwise agreed, prices are ex works or ex warehouse plus freight, VAT, and import duties. The goods are invoiced "gross for net."
2. If, later than four weeks after the conclusion of the contract, the total of external costs included in the agreed price changes, we are entitled to adjust the prices accordingly as of the first day of each calendar month. If the adjusted price exceeds the original price by more than 10%, the buyer has the right to withdraw from the contract with respect to the quantities affected by the price adjustment, exercisable within one week of becoming aware or being able to become aware of the adjustment.
3. The remuneration for agreed inspection certificates shall, unless otherwise agreed, be determined according to our price list or that of the respective issuer (supplier mill).

III. Payment and Set-off

1. Unless otherwise agreed or stated in our invoices, the purchase price is due immediately upon delivery without deduction of any discount and must be paid so that we have full disposal of the amount on the due date. This also applies if the agreed inspection

certificates according to DIN EN 10204 are missing or delayed. Payment transaction costs are borne by the buyer.

2. The buyer is entitled to a right of retention or set-off only insofar as its counterclaims are undisputed or have been finally adjudicated, arise from the same contractual relationship, and/or would entitle the buyer to withhold performance under § 320 BGB.
3. In the event of late payment or default, we charge interest at the statutory default rate unless higher rates have been agreed. In addition, we are entitled to charge a default fee of €40. The right to claim further damages remains unaffected.
4. If, after the conclusion of the contract, it becomes apparent that our payment claim is jeopardized by the buyer's lack of creditworthiness, or if the buyer is in default with a substantial amount, or other circumstances arise indicating a material deterioration of the buyer's financial situation, we are entitled to the rights under § 321 BGB. This also applies if our obligation to perform is not yet due. In such cases, we may refuse agreed advance performance and declare all outstanding claims from the ongoing business relationship due immediately. A lack of financial capacity is also deemed to exist if the buyer is in default with at least 10% of due claims for more than three weeks or if our credit insurer significantly reduces the buyer's limit.
5. Any agreed cash discount (Skonto) applies only to the invoice value excluding freight and presupposes that all other due liabilities of the buyer are fully settled at the time of deduction. Unless otherwise agreed, discount periods commence from the invoice date.

IV. Performance of Deliveries, Delivery Periods and Dates

1. Our obligation to deliver is subject to proper, correct, and timely self-supply, unless the incorrect or delayed self-supply is our fault. For import transactions, our obligation is also subject to timely receipt of monitoring documents and import licenses. We are entitled to withdraw from the contract if, despite having concluded a proper covering transaction, we are not supplied by our supplier for reasons beyond our control (e.g., supplier insolvency).
2. Delivery dates are approximate. Delivery periods commence on the date of our order confirmation and are contingent upon the timely clarification of all details of the order and the buyer's fulfillment of all obligations (e.g., provision of official certificates, letters of credit, guarantees, down payments, or approved drawings).
3. Compliance with delivery periods and dates is determined by the date of dispatch from the works or warehouse. Notification of readiness for shipment shall be deemed equivalent to dispatch if the goods cannot be sent on time through no fault of ours.
4. The buyer must ensure smooth acceptance of the goods and inform us in good time of any delivery obstacles. The buyer must promptly and properly unload, providing cranes or forklifts as necessary. Any assistance we or third parties provide is at the buyer's risk and without legal obligation.
5. Force majeure events—particularly wars, natural disasters, political unrest, and their consequences—entitle us to postpone delivery by the duration of the disruption plus a reasonable start-up period. This also applies if such events occur during an existing delay. Equivalent to force majeure are currency or trade restrictions, official measures (e.g., anti-dumping or safeguard actions), strikes, lockouts, operational disruptions not caused by us (e.g., fire, machine or roll breakage, shortage of raw materials or energy), pandemics and their effects, transport route blockages, customs delays, or other circumstances beyond

our control. If performance becomes unreasonable for either party, the affected party may withdraw from the contract by prompt written declaration.

V. Retention of Title

1. The delivered goods remain our property until full payment of the purchase price. The buyer must take all measures required to preserve the retention of title—or an equivalent security right in its jurisdiction—and provide proof thereof upon request.
2. Where permitted by the law of the country where the goods are located, the following supplementary provisions apply:
 - a. The goods remain our property (reserved goods) until all claims arising from the business relationship are fulfilled (current account retention).
 - b. Processing or transformation of the goods is deemed done on our behalf. Any resulting goods are also considered reserved goods.
 - c. The buyer may resell the goods in the ordinary course of business under normal conditions and only while not in default, provided that claims from resale are assigned to us.
 - d. All claims from resale are hereby assigned to us, including related securities.
 - e. The buyer may collect assigned claims until revoked or upon default. Upon our request, the buyer must inform customers of the assignment.
 - f. The buyer must inform us immediately of any seizures or third-party interference.
 - g. If the value of securities exceeds the secured claims by more than 50%, we shall release securities at the buyer's request at our discretion.

VI. Grades, Dimensions, and Weights

1. The weights determined by us or our supplier are decisive. The weight shall be proven by submission of the weigh ticket. We may determine weights theoretically and add 2.5 % for rolling and thickness tolerances.
2. Quantities listed in dispatch notes (e.g., bundles or pieces) are non-binding for goods invoiced by weight. Unless individual weighing has been agreed, the total weight applies.

VII. Inspection Certificates / Acceptance

1. The inclusion of inspection certificates ("test certificates") according to EN 10204 requires written agreement. We may provide copies. The charge, unless otherwise agreed, is € 15 per certificate.
2. If acceptance is agreed or required by material standards, it shall take place at the mill or our warehouse immediately after notice of readiness. The buyer must ensure that we can appoint the inspection body on its behalf.
3. Personal inspection costs are borne by the buyer; material costs are charged according to our or the mill's price list.
4. If acceptance does not take place in time through no fault of ours, we may ship the goods without acceptance or store them at the buyer's cost and risk.

VIII. Dispatch, Transfer of Risk, Packaging, Partial Deliveries

1. We determine the route, method, carrier, and forwarder. Delivery is ex warehouse unless otherwise agreed.
2. Goods declared ready for dispatch must be called off immediately; otherwise, we may ship or store them at the buyer's cost and risk.
3. If transport becomes impossible or significantly hindered through no fault of ours, we may deliver by another route or to another destination; extra costs shall be borne by the buyer.
4. The risk transfers to the buyer upon handover to the carrier or upon notice of readiness for collection.
5. Goods are supplied unpacked and unprotected against rust unless agreed otherwise. Packaging and transport aids are charged and can be returned at our warehouse within a reasonable time, without compensation. Return or disposal costs borne by the buyer will not be reimbursed.
6. We may make partial deliveries to a reasonable extent and may deliver up to 10 % above or below the agreed quantity if designated as "approx."

IX. Call-Off Orders / Continuous Deliveries

1. For continuing delivery contracts, call-offs and assortments shall be placed in approximately equal monthly quantities. If not, we may determine them at our reasonable discretion. Unless otherwise agreed, call-off orders must be completed within 365 days. After expiry, uncalled quantities may be stored or invoiced at the buyer's cost and risk.
2. If total call-offs exceed the agreed quantity, we may (but are not obliged to) deliver the excess at the current price.

X. Liability for Defects

[Summary of long section preserved in full legal sense:]

The properties of the goods shall be determined primarily by the agreed specifications, standards, or technical data sheets. References to standards or test certificates do not constitute guarantees. If the use of the goods for a specific purpose has not been expressly confirmed in writing, such use is not deemed contractually intended.

The buyer must inspect the goods (and test certificates) promptly and notify us of defects in writing. Hidden defects must be reported immediately upon discovery. Installation without prior inspection constitutes gross negligence.

In case of justified and timely notice, we may remedy the defect or replace the goods at our discretion. If rectification fails, statutory rights apply, limited to reduction if the defect is minor. Reimbursement of removal and installation costs applies only to necessary and proven expenses under market conditions and limited to 150 % of the invoiced value or 200 % of the diminished value. No advance payments may be demanded.

No rights apply to second-grade material or agreed downgraded goods. Rust is not a defect if within standard tolerances.

XI. General Limitation of Liability and Statute of Limitations

1. We are liable for damages – whether contractual or tortious – only in cases of intent or gross negligence. In cases of gross negligence, liability is limited to foreseeable, typical damages.
2. This limitation does not apply in cases of injury to life, body, or health, breach of essential contractual obligations, express warranties, or mandatory liability under the Product Liability Act.
3. Unless otherwise agreed, claims expire one year after delivery. Exceptions apply for building materials, intent, gross negligence, injury, and product liability cases – statutory periods then apply.
4. For exports to non-EU countries, the buyer bears responsibility for compliance with local safety and product liability laws exceeding EU standards and must indemnify us upon first demand against any resulting claims.
5. The buyer must reimburse all costs related to the defense against such claims, including legal and court costs.

XII. Protective Measures

1. If we import goods into the EU, Regulation (EU) 2019/159 applies, imposing safeguard quotas on certain categories with a potential 25 % additional duty once exhausted.
2. Our import and delivery obligations are therefore conditional upon quota availability at the time of import. If quotas are exhausted, we may delay delivery by up to three months.
3. If quotas are unexpectedly exhausted and additional duties arise, the buyer shall bear the resulting surcharge or proportional share.

XIII. Place of Performance, Jurisdiction, Applicable Law, Data Protection

1. Place of performance for delivery and payment is our registered office. Exclusive – also international – place of jurisdiction is our registered office in Neuss. We may also sue the buyer at any other competent court.
2. All legal relations are governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
3. Customer data is stored and processed in accordance with the GDPR.

XIV. Applicable Version

In case of doubt, the German version of these General Terms and Conditions of Sale shall prevail.