

General Terms and Conditions (GTC)

1. Scope

- 1.1 These General Terms and Conditions ("GTC") apply to all sales, deliveries, trading activities as well as special transactions (such as, in particular, the performance of contract work, consulting and services) by Notz Metal Inc. (CHE-109.551.790), 2555 Brugg, Switzerland, including the following branch offices of Notz Metal Inc.: Studer-Biennaform (CHE-421.324.143), 2555 Brugg, Switzerland; Jacques Allemann (CHE-239.090.877), 2555 Brugg, Switzerland; and Lamineries MATTHEY (CHE-412.525.731), 2520 La Neuveville, Switzerland.
- These GTC apply to all transactions between Notz Metal Inc. and the customer, even if no explicit reference is made to them during telephone or electronic communication. A specific reference to the GTC for each individual transaction is not required, provided that they have been validly incorporated once.
- These GTC form an integral part of all contractual relationships with the customer.
- 1.2 Any agreements between the customer and Notz Metal Inc. that supplement or amend these GTC shall be valid only if made in writing. This requirement of written form also applies to any waiver thereof. The use of a qualified electronic signature within the meaning of Art. 14 para. 2bis of the Swiss Code of Obligations ("CO") or an equivalent electronic signature accepted by both parties shall satisfy this requirement.
- any general terms and conditions of the customer are excluded unless expressly acknowledged by Notz Metal Inc. in writing. These GTC shall in any case take precedence over any conflicting or deviating provisions of general terms and conditions of the customer.
- Upon acceptance of an offer or payment for delivery, these GTC shall be deemed to have been accepted by the customer.

2. Contracting party

Notz Metal Inc. is the sole contracting party for all contractual agreements, even if these are concluded via the aforementioned branch offices of Notz Metal Inc.

3. Offer & conclusion of contract

- 3.1 Offers made by Notz Metal Inc. are revocable and non-binding, unless expressly stated otherwise in the offer.
- Binding offers by Notz Metal Inc. are expressly designated as such and shall remain valid for 7 calendar days, unless otherwise specified in the offer. Upon expiry of this period, an extension of the validity shall only be effective with the written confirmation of Notz Metall AG (email being sufficient).
- 3.2 Orders placed by the customer without a prior offer from Notz Metal Inc., or that are received after the expiry of the acceptance period of an offer, constitute a binding offer by the customer, which Notz Metal Inc. may accept within 7 calendar days of receipt of such order. Notz Metal Inc. may accept the order by sending a written order or shipping confirmation (e-mail is sufficient) or explicitly by delivering the goods to the customer within the specified period, whichever occurs first.
- 3.3 Offers and order confirmations (contract conclusions) from Notz Metal Inc. are subject to available stock and the delivery capability of subcontractors. Notz Metal Inc. reserves the interim sale of the offered stock items at all times.
- 3.4 Any changes or cancellations of orders requested by the customer require the written consent of Notz Metal Inc. In the event of the cancellation of an order by the customer, Notz Metall AG reserves the right to claim compensation and to charge for all costs incurred or work performed up to the date of cancellation.

4. Prices

- 4.1 The stock price lists, product descriptions, sales documents, information on the website and product information and promotions published via other channels issued by Notz Metal Inc. are for information purposes only and do not constitute legally binding offers.
- 4.2 All prices of Notz Metal Inc., unless otherwise agreed under a different INCOTERM clause, are understood to be EXW (Ex Works) CH-Brugg/BE, Switzerland or CH-La Neuveville/BE, Switzerland INCOTERMS 2020, plus statutory value added tax applicable at the time of invoicing. All additional costs, in particular costs for freight, insurance, export, transit, import and other permits and certifications, shall be borne by the customer. The customer shall also bear all taxes, duties, fees and customs charges incurred in connection with the delivery or service, unless otherwise agreed.
- 4.3 If, between the conclusion of a contract and the actual delivery date, the total manufacturing costs change by more than 5% (in particular as a result of government levies, taxes, fees, customs duties, epidemics, pandemics, natural disasters, conflicts, wage increases, energy price increases, etc.), Notz Metal Inc. shall be entitled to adjust the prices accordingly.
- 4.4 To maintain the originally agreed price, Notz Metal Inc. may resort to alternative sources of supply. If, following a change in sources of supply, delivery to the customer is only permissible after renewed sampling, the customer shall bear the costs of such sampling.
- 4.5 Unless expressly agreed otherwise, offers and invoices shall be issued in the currency of the supplying factory.
- 4.6 All payments are due net of any bank and transaction fees that shall be borne by the customer.

5. Intellectual property

All objects, services, documents (including illustrations, drawings, calculations, descriptions, brochures, plans and the like) and data carriers in connection with the fulfilment of the contract are the intellectual property of Notz Metal Inc. and may not be copied, reproduced or made available to third parties in any way without the express written consent of Notz Metal Inc.

This also applies to written documents designated as "confidential".

6. Quantity tolerances

Unless otherwise agreed, the following quantity tolerances apply:

- 6.1 For strips:
- up to 30 kg: +30 % / -20 %
 - 31-50 kg: +30 % / -10 %
 - 51-99 kg: +20 % / -10 %
 - from 100 kg: ±10 %
- 6.2 For flat and round wire and commercial goods:
- ±10 % for quantities over 100 units
 - ±20 % for quantities under 100 units
- 6.3 Units are defined as kilograms, metres or pieces. The actual quantity delivered will be invoiced and is payable.
- If no binding order quantity has been agreed, Notz Metal Inc. will base its calculation on the non-binding order quantity (target quantity) specified by the customer.
- If the customer purchases less than the target quantity, Notz Metal Inc. is entitled to increase the unit price appropriately.

7. Place of performance, transfer of risk and shipping

- 7.1 Unless otherwise stated in the order confirmation, delivery shall be deemed to be "ex works" (*ab Werk*); with the place of performance being CH-Brugg/BE, Switzerland or CH-La Neuveville/BE, Switzerland. Benefit and risk are transferred to the customer as soon as the goods are handed over to the first carrier for dispatch. At the customer's request, Notz Metal Inc. shall arrange transportation of the goods. Any costs arising therefrom shall be invoiced to the customer separately.
- 7.2 After Notz Metal Inc. has notified the customer that the goods are ready for dispatch or collection, the customer must take delivery of the goods without delay. If the customer fails to comply with this obligation to accept delivery within the specified period, Notz Metal Inc. shall be entitled, at its discretion, to (i) store the goods at its premises or with third parties at the customer's expense and risk, or (ii) dispatch the goods at the customer's risk and expense, or (iii) set a grace period of 7 calendar days and, after the grace period has expired unused, declare its withdrawal from the contract within 10 calendar days and demand compensation (negative contractual interest).
- In any case, the risk and danger shall pass to the customer upon provision of the goods.

8. Terms and conditions of delivery and delivery times

- 8.1 Notz Metal Inc. shall endeavour to meet the deadlines specified in the signed offer. The notification to the customer by Notz Metal Inc. that the goods are ready for dispatch or collection shall be decisive for compliance with the delivery date.
- 8.2 For deliveries by Notz Metal Inc., the provisions governing fixed-date and expiry date transactions within the meaning of Art. 102 para. 2 CO shall not apply.
- 8.3 The deadlines specified in the signed offer may be extended by Notz Metal Inc. if the delay or expected delay is due to circumstances beyond the control of Notz Metal Inc., including events of force majeure (in particular war, unrest, strikes, epidemics, pandemics, natural disasters, nuclear incidents, official measures, power failures, significant transport or production disruptions), delivery of defective raw materials and other unforeseeable and unavoidable events beyond the control of Notz Metal Inc. or facts attributable to the customer, its agents and/or subcontractors and/or third parties. In such cases, the delivery period shall be extended by the duration of the impediment plus a reasonable recovery period.
- If the performance of the contractual obligations is rendered permanently impossible or unreasonably difficult due to any of the aforementioned events, Notz Metal Inc. shall be entitled to withdraw from the contract in whole or in part.
- 8.4 Claims for damages by the customer arising from delays in delivery or non-performance caused by circumstances beyond the responsibility of Notz Metal Inc. are excluded.
- 8.5 Notz Metal Inc. undertakes to take appropriate measures to reduce risk and to restore the delivery capability within the framework of a business continuity plan, to the extent economically and technically reasonable.
- Compliance with agreed delivery and service dates requires that all technical questions have been clarified and that payments or other obligations on the part of the customer have been made or fulfilled in good time. Delays caused by subsequent changes made by the customer shall result in an appropriate extension of the delivery period.
- 8.6 Notz Metal Inc. shall supply the customer with the contractual goods in accordance with its delivery capabilities. If a delivery is not possible because Notz Metal Inc. has not been supplied by its own sub-suppliers or because stocks are exhausted, Notz Metal Inc. shall be entitled to deliver goods of equivalent quality and price. If this is not possible, Notz Metal Inc. may withdraw from the contract. Claims for damages by the customer are excluded.
- 8.7 Partial deliveries are permissible provided that this does not result in any significant disadvantages for the customer.

9. Toll Work

Any material entrusted to Notz Metal Inc. by the customer remains the property of the customer. Notz Metal Inc. only carries out a limited incoming material inspection for toll work. It is the responsibility of the customer to check the material delivered for processing, in particular with regard to material, chemical analysis and to avoid material mix-ups.

The agreed toll work is carried out and, as a rule, only the changed parameters (such as dimensions) are confirmed.

10. Return of waste material

Waste material is taken back by arrangement. To ensure meltability, the returned material must be clearly identifiable and free of foreign substances. Returns from originally delivered alloys are given preferential treatment.

11. Payment, creditworthiness, default and prohibition of offsetting

- 11.1 The prices and terms of payment stated in the order confirmation from Notz Metal Inc. are binding. Unless otherwise agreed, invoices are payable net within 30 days of the invoice date.
- 11.2 For all means of payment, the date of receipt of payment shall be the date on which Notz Metal Inc. or third parties who have a claim against the supplier can finally dispose of the funds.
- 11.3 The customer shall be in default without any reminder if the agreed payment period is exceeded. In the event of default, Notz Metal Inc. shall be entitled to charge default interest at a rate of 5% and to withhold further deliveries until full payment has been made, or to withdraw from the contract.
An agreed cash discount shall be granted only if all outstanding payment obligations from previous deliveries have been fully settled.
- 11.4 Notz Metal Inc. reserves the right to have the customer's creditworthiness verified by third-party providers. If the customer's creditworthiness proves to be insufficient, Notz Metal Inc. is entitled to take appropriate measures to secure payment, namely to ask for advance payment or a deposit, or to withdraw from the contract. In any such cases, the customer is not entitled to claim damages.
- 11.5 The customer may not set-off of any counterclaims against claims of Notz Metal Inc. Deductions or set-offs in cases of damage or complaints are permitted only after review and approval by Notz Metal Inc.

12. Retention of title

- 12.1 Ownership title to the entire delivery shall remain with Notz Metal Inc. until the purchase price for this delivery has been paid in full. If the customer defaults on payment of the price, Notz Metal Inc. has the right to have the retention of title entered in the retention of title register at the customer's expense.
- 12.2 The assertion of the retention of title shall not be deemed a withdrawal from the contract unless this is expressly stated in writing by Notz Metal Inc.

13. Technical data and standards

- 13.1 All technical data and properties of the various products in stock lists, sales documents and on the website are non-binding guidelines and not guaranteed properties. The guarantee of certain properties and/or suitability for a specific purpose requires a special written agreement or order confirmation.
- 13.2 Where applicable, the relevant standards (e.g. ISO, EN, DIN, VSM, SIA, etc.) apply to the quality of the goods, dimensional tolerances and the like. Special conditions of the suppliers and changes in relation to the dimensional range are reserved.
- 13.3 The customer is obliged to communicate all information relevant to the product or service to the supplier in writing before the latter enters into any obligation towards the customer.
- 13.4 Notwithstanding Section 8.4.2.2 and Section 8.6.3 IATF, the parties agree that the supplier is not obliged to determine legal and regulatory requirements in the countries of destination specified by the customer. This obligation rests solely with the customer.

14. Semi-finished product deliveries

- 14.1 Notz Metal Inc. manufactures and sells industrially produced semi-finished products (e.g. round and flat wire from continuous production, strip from continuous production, whole sheets, rods, tubes), which are randomly tested before delivery and further processed by the customer into parts ("Product").
- 14.2 The semi-finished products are manufactured with the level of care customary in the industry and in accordance with the current state of the art. For certain technical properties (e.g. tensile strength, elongation, hardness), comprehensive testing in the production of semi-finished goods is not feasible, as such testing would typically require interruption of the manufacturing process or destruction of the material. In such cases, representative random sample tests are carried out. Due to the limited testability, Notz Metal Inc. does not guarantee or warrant that all units of the delivered Product fully meet the specified technical properties.
- 14.3 The customer is responsible for verifying and ensuring the functionality of the parts manufactured from the delivered Product.

15. Inspection and notification of defects

- 15.1 The customer shall carefully inspect the delivered goods immediately upon receipt and shall notify Notz Metal Inc. in writing of any defects without delay, but no later than within 7 calendar days. Notz Metal Inc. shall only accept late notifications of defects in respect of hidden defects, provided they are notified within one year from receipt goods. After this period, the material is deemed to have been approved, even with regard to hidden defects.
- 15.2 Before further processing, the customer must give Notz Metal Inc. the opportunity to inspect and examine the allegedly defective goods in their unaltered condition. If the customer continues to process the goods despite the identified defects, they shall be deemed to have been accepted and any claims for damages shall not be covered.
- 15.3 In the event of a partially defective delivery of goods, the customer remains obliged to pay for the non-defective portion of the goods within the specified period, provided that the partial delivery is economically usable for them. Withdrawal from the entire contract due to partial delivery defects is only permissible if the non-defective partial delivery is objectively unusable for the customer.

16. Warranty and liability

- 16.1 Notz Metal Inc. warrants that the goods delivered comply with the agreed specifications at the time of delivery. Notz Metal Inc. assumes no liability for further processing by the customer, in particular the testing, assembly or use of the delivered goods in its own products. Notz Metal Inc. is not liable for goods processed by the customer or parts, components, semi-finished products manufactured by the customer and any consequential costs arising therefrom.
- 16.2 Advice and information provided by Notz Metal Inc. on material selection and suitability are based on experience and information from standards and specifications provided by suppliers. They do not constitute any guarantee or liability claims and do not replace the customer's own technical inspections and material tests.
- 16.3 For goods recognised by Notz Metal Inc. as defective, Notz Metal Inc. shall, at its sole discretion, (i) replace the defective goods, (ii) repair the goods, or (iii) take back the goods without replacement and issue a credit note for the purchase price.
- 16.4 Any further claims by the customer, in particular rescission or reduction, are hereby excluded.
- 16.5 The liability of Notz Metal Inc. towards the customer is limited to cases of intent (*Vorsatz*) or gross negligence. The liability of Notz Metal Inc. for indirect or consequential damages, such as loss of profit, loss of production, damage to reputation, liability damages, legal costs, damages resulting from data loss, damage to other goods, etc., is excluded to the extent permitted by law.
- 16.6 The liability of Notz Metal Inc. shall in any case be limited to the following amounts:
- for sales contracts: to the purchase price of the contract product of the respective order to which the customer's claim relates.
 - for contract work: to the value of the remuneration for the contract work for this order.
- 16.7 The customer must also give Notz Metal Inc. the opportunity to inspect, check, sample and, if necessary, return the rejected goods in the condition in which they were delivered before further processing and use. If the customer processes the goods, they are deemed to have been approved.
- 16.8 If the customer processes the delivered material despite detectable defects and consequential costs arise (e.g. additional expenditure, sorting costs, etc.), these costs will not be covered, as there is generally a right of reworking or return for material deliveries. If reworking is not possible or not suitable, a replacement will be delivered or the purchase price will be credited without replacement.
- 16.9 Any claim against Notz Metal Inc. requires the customer to provide evidence of careful storage and handling of the goods.

17. Data protection

Notz Metal Inc. publishes the applicable and valid data protection declaration on its website (<https://www.notzgroup.com/de/impressum/>). It applies to all business relationships with Notz Metal Inc., regardless of the channel (website, telephone calls, emails, etc.). The version published on the website at the time of conclusion of the contract is authoritative.

18. Final provisions

- 18.1 Should any provision of these GTC be or become invalid, this shall not affect the validity and enforceability of the remaining provisions. The parties shall replace the invalid provision with a valid provision that comes as close as possible to the originally intended purpose.
- 18.2 Notz Metal Inc. reserves the right to unilaterally amend these GTC at any time. In this case, Notz Metal Inc. shall inform the customer in advance of the changes made. The changes shall be deemed to have been accepted by the customer if they are not rejected in writing within 10 days of receipt of the information.
- 18.3 Unless expressly agreed otherwise, the place of performance shall be CH-Brugg/BE, Switzerland.
- 18.4 The contract is subject to Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980. The exclusive place of jurisdiction is CH-Brugg/BE, Switzerland.

*The branches of Notz Metal Inc.

- Lamineries MATTHEY (CHE-412.525.731), 2520 La Neuveville, Switzerland
- Studer-Biennaform (CHE-421.324.143), 2555 Brugg, Switzerland
- Jacques Allemann (CHE-239.090.877), 2555 Brugg, Switzerland
- also applies to the Business Unit Steel Service Center / SSC, 2555 Brugg, Switzerland

