

General Terms and Conditions (GTC) Terms of Sale and Delivery

1. Scope of Application and Contractual Scope

1.1. All deliveries, services, offers, nominations, as well as development, sampling, and series production services shall be provided exclusively on the basis of these General Terms and Conditions (GTC) in their currently valid version (available upon request). These GTC shall also apply to all current and future business relationships, even if no express reference is made to them again.

1.2. Any deviating, conflicting, or supplementary terms and conditions of the Customer – in particular general terms and conditions, purchasing conditions, GTCs, manuals, supplier handbooks, or other specifications – are expressly rejected and shall only apply if and to the extent that we have expressly agreed to their validity in writing. Trade customs, usages, or previous business practices shall not establish any deviating contractual content.

1.3. Our order confirmation, in conjunction with these GTC, shall be deemed the authoritative contractual basis unless a contractual document signed by both parties exists. The Customer is obliged to review the order confirmation and GTC immediately, but no later than within 8 days of receipt. If no written objection is raised within this period, the order confirmation and these GTC shall be deemed fully accepted by the Customer. Any provisions not expressly confirmed in writing or disputed between the parties shall be deemed not agreed upon.

1.4. Neither silence outside the aforementioned period, nor the commencement or continuation of contract negotiations, development, sampling, or series production services, nor any unconditional delivery or performance of services shall constitute an acceptance of deviating contractual terms.

1.5. Amendments or supplements to contracts, as well as deviations from these GTC, require the written form to be effective. This also applies to any waiver of this written form requirement.

1.6. Should individual provisions of these GTC or other contractual arrangements be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions or the underlying legal transaction. The invalid provision shall be replaced by a valid one or interpreted in such a way that it most closely reflects the intended meaning and purpose of the invalid provision.

1.7. The Customer confirms that it is acting as an entrepreneur within the meaning of the Austrian Commercial Code (UGB) and that the legal transactions are not consumer transactions within the meaning of the Austrian Consumer Protection Act (KSchG). These General Terms and Conditions shall only apply to entrepreneurs. If the Customer qualifies as a consumer, they shall inform us accordingly prior to the conclusion of the contract. In such case, separate terms and conditions may apply.

1.8. The Customer shall not be entitled to legally assign, pledge, or otherwise dispose of contractual rights of any kind to third parties without our prior written consent.

1.9. In the event of any discrepancies, inconsistencies or deviations between the German and English versions of these General Terms and Conditions, the German version shall prevail.

2. Placement and Acceptance of Orders (Conclusion of Contract)

2.1. Orders require the written form to be legally effective and may also be placed via fax or e-mail with a secure electronic signature.

2.2. If the Customer does not receive our written order confirmation within 3 weeks of sending their order, the Customer is entitled to withdraw from the order placed with us in writing, subject to the formal requirements set out in Section 2.1.

3. Order Amendments and Subcontracting

3.1. Following the conclusion of the contract, the Customer is only entitled to make changes to the order – including restrictions on the object or scope of delivery – with our written consent.

3.2. We are permitted to subcontract the orders placed with us to professionally qualified third parties or companies. We shall be liable to the Customer for all failures of any subcontractors in the same way as for our own services.

3.3. Any modifications to specifications or technical requirements by the Customer following the conclusion of the contract shall entitle us to reasonably adjust prices, delivery quantities, and delivery periods. Any additional costs arising therefrom shall be borne by the Customer.

4. Confidentiality

4.1. The contracting parties undertake to treat the conclusion and execution of the contract as confidential and not to refer to the mutual business relationship in advertising materials without the prior written consent of the other party.

4.2. All documents provided mutually to the contracting parties, such as models, samples, drawings, details of product descriptions, processes, etc., may not be made accessible to third parties and must be kept in such a way that access by third parties is excluded as far as possible.

4.3. The contracting parties mutually undertake to treat all non-obvious commercial and technical matters that become known to them through the business relationship as trade secrets. This obligation shall also be transferred accordingly to subcontractors and sub-suppliers.

4.4. The contracting parties mutually undertake to treat the personal data of the other party confidentially and in accordance with the applicable data protection regulations, in particular the GDPR and the Austrian Data Protection Act. Further information on data processing can be found in the Privacy Policy.

5. Delivery

5.1. Deviations of up to +/- 10% from the ordered delivery quantity are permitted unless otherwise agreed in individual cases. The Customer must accept customary excess and short lengths. Partial deliveries are permitted.

5.2. Call-off orders must be scheduled and accepted within 6 months, unless otherwise agreed in writing. After the expiry of the acceptance period or if the Customer makes no use of an agreed call-off within 6 months after the conclusion of the contract, we are entitled, after setting a grace period of 2 weeks, at our discretion, to demand immediate acceptance and payment of the goods or to withdraw from the contract and demand full compensation, including lost profits, due to non-performance.

5.3. We are only obliged to perform as soon as the Customer has complied with all obligations required for execution, in particular all technical and contractual details, preliminary work, and preparatory measures. Delivery and performance periods shall only commence upon the full fulfillment of these duties.

5.4. If the Customer fails to fulfill a duty to cooperate or does not do so in a timely manner (submission of drawings, provision of data, ordering of material, etc.), the originally agreed delivery period shall be replaced by the period which we name to the Customer within a reasonable and acceptable framework after fulfillment of their duty to cooperate, or, if this does not occur, by a reasonably extended period.

5.5. In the event that we are prevented from delivering due to operational disruptions at our facilities or those of our suppliers which could not have been averted with reasonable care, or due to other events beyond our control – such as natural disasters, pandemics, epidemics, the threat of war, the outbreak of armed conflicts, acts of terrorism, governmental actions or legal restrictions, embargos, trade

sanctions, labor strikes, transport failures (including shipping, air, and rail traffic), raw material or energy shortages, cyberattacks, or other comparable unforeseeable events – the delivery period shall be extended reasonably. If delivery becomes impossible within a reasonable and, for us, acceptable period as a result of such events, our obligation to deliver shall be waived. Claims for damages and any other claims of any kind whatsoever shall be excluded to the fullest extent permitted by applicable law.

5.6. If the Customer has not accepted the goods as agreed (default of acceptance), we are entitled, after an unsuccessful grace period of 14 days, to either store the goods at our premises, whereby we shall be entitled to charge 0.5% of the gross invoice amount per month commenced, or to store them at a professional storage service provider at the expense and risk of the Customer. Upon the commencement of the default of acceptance, the risk and accidental loss shall pass to the Customer. The maturity of our invoices shall not be postponed by a default of acceptance; they remain payable immediately. In addition to our right to insist on performance, we are entitled to withdraw from the contract after setting a further grace period of 2 weeks and to utilize the goods elsewhere. We are entitled to assert the resulting damage including lost profits, in particular the difference from a substitute sale.

5.7. The Customer must take all measures and provide the necessary documents required for the import of the goods into the Customer's country, in particular the procurement of import licenses and foreign exchange permits. If the Customer becomes aware of circumstances that could hinder the import, they must inform us immediately. If the procurement of required import documents is not guaranteed within a grace period of 2 weeks after written request, we are entitled to withdraw from the contract and assert the resulting damage including lost profits.

5.8. For deliveries to EU countries, the Customer is obliged to provide a valid VAT identification number (VAT ID). If the Customer fails to provide this number, or provides it incompletely or incorrectly, we are entitled to assert the resulting damage including lost profits. The same applies if the Customer fails to provide the required evidence of transport and final destination for Ex Works deliveries. A plea of contributory negligence is excluded; we are not obliged to verify the correctness of the VAT ID.

5.9. Our delivery obligation is subject to the correct and timely delivery by our own suppliers. In the event of significant disruptions in the supply of raw materials or energy, unforeseeable events in the supply chain, or extraordinary price increases for raw materials or energy costs, we shall be entitled to adjust delivery quantities and/or prices, reasonably extend delivery periods, or – insofar as the performance of services becomes economically unreasonable – to withdraw from the contract in whole or in part. Any resulting claim for damages by the Customer shall be excluded, unless we are guilty of intent or gross negligence. We undertake to inform the Customer of such obstacles without undue delay.

6. Withdrawal from Contract (Prepayment, Security)

6.1. In addition to other reasons, we are entitled to demand prepayment/security or withdraw if:

6.1.1. Circumstances become known that justify doubts about the Customer's creditworthiness. This also applies if due claims are not settled despite a reminder. In such cases, we shall be entitled, at our discretion, to demand advance payment, make delivery dependent on the provision of security, or withdraw from the contract. In the event of withdrawal, the Customer has no claims for non-performance. Any services already rendered shall be credited. We shall be entitled to assert any resulting damages, including loss of profit.

6.1.2. In the event of default of acceptance or other important reasons, in particular the opening of insolvency proceedings over the Customer's assets (including restructuring proceedings, bankruptcy proceedings or rejection of bankruptcy due to lack of assets), or default of payment, we may withdraw from the contract if not yet fully performed. We may then demand either liquidated damages of 30% of

the gross invoice amount or the actual damage including lost profits. In the event of default of payment, we are released from further performance obligations.

6.2. Unless a fixed-date transaction was agreed, the Customer may withdraw if we are in default for more than 14 days and fail to deliver within a grace period of at least 20 working days. In cases under Section 5.6., the Customer may withdraw after a grace period of 5 weeks.

6.3. If the Customer withdraws without a justified right or requests cancellation, we may either insist on performance or agree to cancellation. In the latter case, the Customer must pay either 30% liquidated damages or the actual damage including lost profits.

7. Prices and Payment

7.1. Our prices are based on the cost situation at the time of the conclusion of the contract.

7.2. All prices quoted by us are – unless expressly noted otherwise – exclusive of value-added tax (VAT).

7.3. Should labor costs (e.g., due to collective bargaining regulations or internal company agreements) or other cost centers relevant to the calculation change after the conclusion of the contract, such as material, energy, transport, or third-party service costs, as well as financing costs, we shall be entitled to calculate reasonable surcharges based on our original calculation. These surcharges shall only be due to us if the agreed delivery occurs more than 4 months after the conclusion of the contract through no fault of our own.

7.4. Unless otherwise agreed, packaging and freight costs shall be borne by the Customer. Packaging such as spools, drums, and barrels will be charged in full. Returns of empty containers must be made in perfect, clean, reusable condition and without material residues, carriage paid (franko) to the delivery plant. In this case, the charged price will be fully refunded. If empty containers are provided on a loan basis, the return must be made no later than within 6 months from the invoice date. After the expiry of this period and after setting a further grace period of 2 weeks, we are entitled to invoice the value of the empty containers. Disposable packaging will not be taken back.

7.5. Tooling costs are charged separately. The Customer does not acquire any rights to the tools thereby.

7.6. Discount (Skonto) promises are subject to the settlement of all due claims. Bills of exchange are only accepted by agreement for the sake of performance (erfüllungshalber). All charges and expenses shall be borne by the Customer.

7.7. All bank charges shall be borne by the Customer.

7.8. The Customer is only entitled to offset with counterclaims that are undisputed or have been finally determined by a court of competent jurisdiction.

7.9. Our sales prices do not include costs for delivery, assembly, or installation. At the Customer's request, we shall provide these services for separate payment, either ourselves or through subcontractors. For transport and delivery, we charge the actually incurred costs plus a reasonable overhead surcharge, but at least the freight and haulage rates customary on the day of delivery, as well as any costs from subcontractors. Assembly work is charged according to time spent. An industry-standard hourly rate, including travel costs and per diems (Diäten), shall be deemed agreed.

8. Freight Conditions, Transfer of Risk, Place of Performance

8.1. Deliveries are made – unless other written agreements have been made – in accordance with INCOTERMS 2020 "Ex Works (EXW)". Regardless of the agreed pricing, the risk shall pass to the Customer as soon as the goods leave the plant or are reported as ready for shipment.

8.2. This also applies if the transport is carried out, initiated, or organized by us. Any transport insurance requested by the Customer will be charged separately. We assume no guarantee for delivery times or transport duration.

8.3. In the event of unforeseen events, such as threat of war, natural disasters, pandemics, epidemics, outbreak of armed conflicts, closure of shipping or transport routes, labor strikes, or similar events, we reserve the right to reasonably adjust freight and insurance costs, even if these exceed the originally agreed costs.

9. Retention of Title

9.1. All goods are delivered under retention of title and remain our sole and exclusive property until full payment of all our claims arising from the business relationship.

9.2. The assertion of the retention of title shall only constitute a withdrawal from the contract if this is expressly declared by us.

9.3. In the event of a return of goods, we are entitled to invoice the Customer for incurred transport and handling (manipulation) costs.

9.4. In the event of access by third parties to the reserved goods – in particular through seizures – the Customer undertakes to point out our ownership and to notify us without undue delay in writing.

9.5. The Customer bears the full risk for the reserved goods, in particular for loss, destruction, or deterioration. The Customer shall keep the reserved goods as well as products manufactured therefrom under their responsibility. The goods must be stored and marked separately. The retention of title also extends to claims recorded in a current account (Kontokorrent).

9.6. Any processing or transformation may only take place without creating obligations for us. In the case of mixing or combining with other items, in particular those of third parties, the Customer assigns co-ownership shares to us in advance. In the case of the manufacture of new products, we have the right of choice to either leave these to the Customer against payment of the outstanding balance or to take them into our ownership without value adjustment.

9.7. The Customer may only sell the reserved goods under retention of title and may not impair our rights through disposals such as transfer of ownership by way of security or pledging. Claims from resale or processing are already now assigned to us. The Customer must, upon request, name the purchasers to us and inform them of the assignment. The assignment is to be clearly marked in the Customer's account books and on delivery notes or invoices.

9.8. In the event of default of payment, incoming sales proceeds must be segregated and held in trust for us. Claims against insurers are already now assigned to us (pursuant to Section 15 VersVG).

9.9. Claims against us may not be assigned without our express consent. If the value of the securities provided exceeds our claims by more than 20%, we shall, at our discretion, release securities.

10. Default of Payment

10.1. In the event of default of payment, we are entitled to immediately prohibit the resale, processing, or other use of the reserved goods and to demand their surrender or return at the Customer's expense.

10.2. Payments are deemed made on the day on which we can dispose of the amount.

10.3. Discount (Skonto) deductions, bonuses, or other payment benefits require a separate agreement. In the event of default of payment, including partial payments, agreed discounts or other benefits for all transactions not yet settled or unpaid shall lapse.

10.4. In the event of default of payment, all claims shall become immediately due and payable, regardless of accepted bills of exchange or granted payment terms. The Customer may no longer sell goods that are in our ownership or co-ownership and is obliged to provide us with securities. The authorization to collect assigned claims shall expire. This also applies in the event of justified doubts about the Customer's creditworthiness (see also Section 6, Withdrawal from Contract).

10.5. Independently of statutory liens, the Customer grants us a lien on material provided to us for the execution of the order, and on its replacement claims, to secure all current and future claims. In the event of default of payment or loss of creditworthiness, we are entitled to sell the pledged material at our discretion (freihändige Verwertung). The valuation shall be based on the current market price of the London Metal Exchange; in the absence of a listing, the German market price shall apply.

10.6. In the event of default of payment, we are entitled to demand default interest in the amount of 8% above the applicable 3-month EURIBOR, but at least 12% p.a.

10.7. The Customer undertakes, in the event of default of payment, to reimburse the appropriate reminder and collection costs. We are not obliged to engage a collection agency before taking legal action through an attorney.

11. Warranty

11.1. The warranty period is 6 months from delivery, or from the occurrence of default of acceptance. In the case of partial deliveries, the period begins with the respective handover. The period is neither interrupted nor extended by attempts to rectify defects (in particular on a goodwill basis without recognition of a legal obligation), unless a written acknowledgment or a judicial assertion occurs.

11.2. The Customer must inspect the goods immediately upon receipt, but in any case before any processing or transformation. Defects must be notified in writing (e-mail or registered letter) immediately after discovery, with precise specifications; a sample of the goods must be enclosed. Transport damage must be noted immediately on the waybill/delivery note and confirmed by the driver (alternatively by a detailed protocol). Non-compliance with these modalities leads to the loss of all claims.

11.3. The existence of a defect at the time of handover must always be proven by the Customer. The legal presumption of Section 924 ABGB as well as the right of recourse pursuant to Section 933b ABGB beyond the agreed warranty period are expressly excluded. This also applies to claims for damages; all requirements (defect, fault, amount of damage) must be proven by the Customer.

11.4. In the event of a warranty claim, we shall, at our choice, provide remedy (Verbesserung) or replacement (substitute delivery) at the contractual place of delivery. The defective goods must be handed over to us. Damage claims for remedy can only be asserted after we are in default with the fulfillment of the warranty.

11.5. Only after three unsuccessful attempts at remedy or substitute delivery within a reasonable period may the Customer demand rescission (Wandlung) or a price reduction. Further claims, in particular for compensation for consequential damages or lost profits, are excluded – to the extent permitted by law – unless we are guilty of intent or gross negligence.

11.6. In the case of deliveries based on the Customer's specifications (drawings, samples, specifications) or the use of material provided by the Customer, we assume no responsibility for the constructive design, functionality, or suitability of the final product. Our duty of inspection shall be limited to the compliance of the delivery with the Customer's explicit specifications (manifest error review); any further duty to warn is excluded to the extent permitted by law. The risk of the technical design, the choice of materials, as well as the integration into overall systems, shall be borne solely by the Customer. By granting series production approval, the Customer confirms the accuracy and suitability of the technical specifications. The Customer shall fully indemnify and hold us harmless against all third-party claims (in particular arising from product liability, recall costs, or the infringement of intellectual property rights) resulting from these Customer specifications.

11.7. We owe a quality customary in the industry. Specific standards, certifications, or samples shall only be deemed bindingly guaranteed if this has been expressly agreed in writing. Deliveries according to samples do not establish a warranty for hidden defects, provided they correspond to the sample.

11.8. Any warranty and liability is excluded for defects or damages caused by:

- Non-compliance with our storage instructions (QL4.30000.00) or processing instructions (QL4.31000.00);
- Improper use, assembly, commissioning, or handling by the Customer/third parties;
- Natural wear and tear or unauthorized changes/repairs without our consent;
- Continued use or sale of the goods despite knowledge of a defect (waiver of claim).

11.9. If the inspection of a notice of defect reveals that no warranty case exists, the Customer must reimburse us for all associated expenses and inspection costs.

12. Assertion of Warranty and Damage Claims

12.1. Our liability for damages of any kind, regardless of the legal ground (in particular also from default of delivery), is limited to intent and gross negligence. In the case of gross negligence, we shall be liable exclusively for typical contractual and foreseeable damage.

12.2. Liability for indirect damages, consequential damages, loss of production, lost profits, or other financial losses is – to the extent permitted by law – excluded. Excepted from this are personal injuries as well as claims from mandatory legal provisions, in particular under the Product Liability Act or measures ordered by authorities.

12.3. Costs incurred in connection with recalls, field measures, or other precautionary measures shall only be assumed by us if these are attributable to intentional or grossly negligent fault on our part, provided that no statutory or official duty exists. Any further liability claims by the Customer are excluded.

12.4. To the extent permitted by applicable law, this limitation of liability also extends to the personal liability of our employees, representatives, and vicarious agents.

12.5. The Customer bears the burden of proof for the existence of a defect, fault on our part, and the amount of the asserted damage. All claims for damages shall lapse, to the extent permitted by law, within twelve months from delivery of the goods.

13. Data Protection and Copyright

13.1. The Customer agrees that personal data arising in connection with the performance of the contract will be stored and processed by us automatically. This is done exclusively for the fulfillment of this contract and in compliance with the applicable data protection laws, in particular the EU General Data Protection Regulation (GDPR) and the Austrian Data Protection Act.

13.2. Plans, sketches, technical documents, samples, catalogs, brochures, illustrations, and similar documents remain our intellectual property. The Customer shall not receive any rights of use or exploitation therein, unless expressly agreed otherwise in writing.

13.3. If third-party intellectual property rights are infringed during delivery based on templates, drawings, or other information provided by the Customer, the Customer shall indemnify and hold us harmless against all claims, costs, and expenses.

14. Place of Performance, Jurisdiction

14.1. The place of performance for all obligations arising from the contract is the registered office of our company, currently 4030 Linz, Auwiesenstraße 2, Austria.



HIGH PERFORMANCE WIRES

14.2. The exclusive place of jurisdiction for all disputes arising from contracts concluded with the Customer, including the question of the conclusion, interpretation, and legal validity of agreements concluded, as well as these General Terms and Conditions, is the registered office of our company, currently Linz/Austria.

14.3. We are entitled, but not obliged, at our choice, to assert all claims against the Customer and other disputes arising from the concluded contracts before the International Arbitral Centre of the Austrian Federal Economic Chamber (VIAC) in Vienna in accordance with the applicable arbitration rules. In this case, the Customer agrees to the conduct of such arbitration proceedings, provided that no mandatory statutory provisions prevent this. The decision of the arbitral tribunal shall be final and binding for both parties.

15. Choice of Law and Language

15.1. Austrian law shall apply exclusively to all contracts and legal relationships between us and the Customer. The applicability of international conventions, in particular the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG/UNCITRAL), in the currently valid version, or conventions of a similar nature taking their place, is expressly excluded.

15.2. The language of the contract and negotiations is German. Insofar as the contracting parties use another language in discussions, correspondence, and other occasions, the German wording shall prevail. German is also the exclusive language for negotiations and contract interpretation in any arbitration proceedings.

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