

## Terms and Conditions

of Gebrüder Recknagel Präzisionsstahl GmbH, Christes

As of 1. Juni 2022

### Preface

Our work is intended to serve the prosperity, freedom, and peace of humanity. The painful experiences of the founding generation of our company during times of war and lack of freedom compel us to pursue these goals. We respect the scope of your economic activities in every respect but kindly request that you refrain

from placing orders with our company for the production of weaponry intended for war.

### A. GENERAL/APPLICABILITY

#### A 1.

The following General Terms and Conditions exclusively apply and are solely applicable to entrepreneurs within the meaning of §§ 14, 310 of the German Civil Code (BGB). Our offers are intended exclusively for **commercial customers**. We explicitly emphasize that we do not enter into contracts with consumers as defined by § 13 BGB.

We do not acknowledge any terms and conditions of the customer that contradict or deviate from our own, unless we have expressly agreed to their applicability. Neither the absence of objection nor the execution of the customer's order shall constitute recognition of any divergent terms and conditions of the contracting party. Our General Terms and Conditions shall be deemed accepted at the latest upon receipt of the goods or performance of services.

#### A 2.

Our General Terms and Conditions also apply to any further business dealings with the customer, and no further explicit agreement is required.

### B. TECHNICAL SECTION

#### B 1. Tolerances and Processing (e.g., Fine Grinding, Milling, etc.)

Precision flat steel is always manufactured with the tolerances and finishes specified in the webshop. Custom-made products using materials listed in the webshop will be manufactured in width and thickness with the tolerances and processing mentioned for the material in the webshop, and in length with general tolerances according to DIN 2768-medium, unless otherwise agreed upon.

For custom dimensions using different materials or other products, tolerances and finishes must be agreed upon. In the absence of a specific agreement, the product will be manufactured according to the standard product that most closely matches it.

#### B 2. Hardened Guide Rails

As considered in DIN 69056-1:1992-01 for guide rails, hardened rails undergo a volume change of approximately +/- 1 % during the heat treatment process. Please refer to Section B 4 for hole position tolerances. Grooves that are not further processed after heat treatment may, if necessary, be executed with dimensions that deviate from the drawing specifications according to DIN 69056 (see "Explanations").

#### B 3. Nitrided Products

Nitriding is a low-distortion method for creating wear-resistant surfaces. However, nitrided surfaces inherently introduce certain compressive stresses to the surface. Therefore, it should be expected that a volume change of approximately + 1 % occurs, especially for thin workpieces. Please refer to Section B 4 for hole position tolerances.

#### B 4. Position Tolerance

The position tolerance of hole distances (including for clearance holes) may, therefore, deviate from the drawing specifications in DIN 69056-1:1992-01 for guide rails. Through-holes and counterbores may be executed with enlarged diameters that deviate from the drawing specifications in DIN 69056, if necessary.

#### B 5. Marking

Alle Produkte werden eindeutig gekennzeichnet mit der Werkstoffbezeichnung oder Werkstoffnummer, der Abmessung und weiteren Daten.

#### B 6. Packaging

All precision flat steel products will be individually packaged for corrosion protection. Larger, custom-made quantities can be grouped into packaging units. We always choose an appropriate method for transport packaging. Typically, smaller shipments are packaged in sturdy cardboard boxes, while larger shipments are packed in wooden crates or on pallets. Undamaged transport packaging will be accepted for return upon free delivery.

### C. COMMERCIAL SECTION

#### C 1. No Minimum Order Value

There are no minimum order values or minimum quantities with us, including for custom dimensions, VarioPlan®, or VarioRond®. Order only as much or as little as you truly need.

#### C 2. Bonus

By placing larger orders, you and we both save. Therefore, we offer you a bonus on our products, including Precision Flat Steels PräziPlan®, EcoPlan®, VarioPlan®, VarioRond®, P-Plates, and Erosion Blocks EroBlock, based on the order's total value.

You can make even more cost-effective purchases on our webshop at [www.stahlnetz.de](http://www.stahlnetz.de). For orders placed on our webshop, you will exclusively receive the StahlnetzBonus, otherwise, the following bonus applies:

Order Value per Purchase	StahlnetzBonus	Bonus
over 500 € up to 2,000 €	2 %	
over 2,000 € up to 4,000 €	5 %	4 %
over 4,000 € up to 6,000 €	8 %	6 %
over 6,000 €	10 %	8 %

### C 3. Delivery / Transfer of Risk

Delivery is always ex works, plus transport packaging. The risk of price and performance transfers to the customer as soon as the goods leave the factory or the warehouse; this applies regardless of who arranges or carries out the transportation.

For delivery addresses in Germany and Austria, the costs of freight and packaging are displayed on the webshop.

For deliveries to other foreign countries, the costs of freight, packaging, and customs clearance are individually agreed upon between the parties. If necessary, an energy and inflation surcharge may be applied.

Any deadlines and dates we provide are always approximate unless a fixed deadline or date has been expressly promised or agreed upon. If shipping has been arranged, delivery deadlines and dates refer to the time of transfer to the carrier, freight forwarder, or any other third party responsible for transportation.

Compliance with our delivery deadline requires the timely and proper fulfillment of the customer's obligations, including the submission of correct and legible technical drawings for custom parts, the timely provision of workpieces to be processed for contract work, and immediate payment in the case of advance payment. As long as these obligations have not been fully met, the delivery deadline is interrupted. The delivery deadline is therefore subject to confirmation and can only be definitively determined after the customer's obligations have been fulfilled.

We are not liable for delivery impossibility or delays in delivery to the extent caused by force majeure or other unforeseeable events at the time of contract conclusion, which we are not responsible for. If such events occur, making delivery or performance substantially more difficult or impossible and the impediment is not only of a temporary nature, we are entitled to withdraw from the contract.

We are entitled to partial deliveries to a reasonable extent. Each partial delivery is treated as the completion of a separate order within the meaning of these General Terms and Conditions and is separately chargeable.

If we are in default with a delivery or performance, or if delivery or performance becomes impossible for any reason, our liability for damages is excluded, subject to Section C 11 of these General Terms and Conditions.

### C 4. Conclusion of Contract

Our webshop represents a non-binding invitation for the customer to submit an offer. By placing an order, the customer makes a binding offer to conclude a purchase contract.

The contract is only formed, regardless of the order method (Internet, telephone, fax, letter), through our explicit order confirmation in written form or through unconditional delivery. We also reserve the right to refuse the conclusion of the contract entirely.

Our deliveries, services, and offers are made exclusively based on these terms and conditions.

Any additional agreements, warranties, contract changes, and other divergent arrangements are only valid if confirmed by us explicitly in written form.

The information contained in our webshop, especially images, drawings, descriptions, dimensions, weights, performance and consumption data, delivery times, and information regarding the usability of our products, are only approximate unless expressly designated as binding.

Minor deviations from the description of our offer are considered approved as long as they are reasonable for the customer, particularly if they involve value-preserving or value-enhancing changes and/or deviations or if the changes do not or only insignificantly impair the product's suitability for its intended use. This also applies to subsequent deliveries.

Typographical errors or calculation errors entitle us to withdraw from the contract if the customer rejects an adjustment. In this case, the customer's claims for compensation are excluded.

### C 5. Prices

All prices are net prices plus the applicable statutory value-added tax and are ex works or warehouse, exclusive of packaging. The prices printed in our previous catalogs with a date prior to March 1, 2022, are no longer valid.

In the event of price changes, the prices published on the webshop [www.stahlnetz.de](http://www.stahlnetz.de) at the time of contract conclusion are authoritative, subject to errors. You will also find our General Terms and Conditions, which are available for download or access in their respective valid version, on the webshop.

### C 6. Payment

Payment is due, unless otherwise agreed, within 10 days from the invoice date with a 2% discount or within 30 days net. Invoice amounts below €25 are always payable net.

We reserve the right to require advance payment after a credit check before commencing production or delivering the goods.

### C 7. Payment Default

If the customer is in default with a payment or fails to make an immediate payment in the case of advance payment, we are entitled to withhold our deliveries and services until the agreed consideration has been provided or to withdraw from the contract after the expiration of a reasonable grace period.

In the event of withdrawal, the customer must immediately return already delivered items at their own expense.

In this case, we are entitled to claim compensation for expenses, including our own transport costs, depreciation, and compensation for the use of the items.

In the case of payment default, we are entitled to charge interest at the legally permissible rate.

If we can demonstrate a higher default damage, we are entitled to claim it.

In the event of payment default, we charge a lump sum at the legally permissible rate. If the reminder is unsuccessful, we are entitled to engage a collection agency or lawyers of our choice for the collection of the debt.

The costs incurred as a result are to be reimbursed, with the fees charged not exceeding the maximum amount allowable under the Legal Remuneration Act (RVG) in the case of engaging a collection agency.

We are entitled to refuse outstanding deliveries and services if, after the conclusion of the contract, circumstances become known to us that are significantly detrimental to the customer's creditworthiness and which endanger the payment of our outstanding claims by the customer in the respective contractual relationship.

The right to refuse performance is waived when the consideration is provided or security is provided for it.

Security shall be provided in the form of an unconditional, indefinite, and self-executing guarantee from a European bank or European credit insurer domiciled in a European Union member state or Switzerland.

### **C 8. Retention of Title**

The agreed retention of title serves as security for all current and future claims we have against the customer arising from the existing supply relationship between the customer and us.

The sold goods, hereinafter referred to as reserved goods, remain our property until full payment of all secured claims. Upon full payment, ownership of the goods automatically passes to the customer.

The customer is authorized to resell our reserved goods in the ordinary course of business. In this case, the customer hereby assigns all resulting claims against the purchaser - in proportion to our co-ownership share, if applicable - to us as security, in the amount of the respective invoice value including VAT.

Notwithstanding this assignment, we grant the customer a revocable authorization to collect the claims assigned to us in the customer's own name. This authorization to collect is only revoked in the event of realization.

If the contractual provisions between the purchaser and the customer contain an effective restriction on the assignment or if the third party makes the assignment contingent on their consent, the customer shall promptly notify us in writing. In this case, the customer also grants us an irrevocable authorization to collect the claim due to us in the name and for the account of the customer.

At the same time, the customer provides the purchaser with an irrevocable payment instruction in our favor.

If the reserved goods are processed by the customer, it is agreed that the processing is carried out in our name and for our account, and we immediately acquire ownership or - if the processing involves materials from several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item in proportion to the value of the reserved goods to the value of the newly created item. If third parties access the reserved goods, especially by way of seizure, the customer will immediately point out our ownership rights and inform us to enable us to assert our ownership rights.

In case of the customer's contract breach, especially in the event of payment default, we are entitled to rescind the contract and demand the return of the reserved goods.

### **C 9. Transport Damage**

Transport damages must be reported to us and the executing transportation company in writing immediately upon receipt of the shipment. Hidden damages must

be reported to us and the executing transportation company in writing within three days of their discovery.

### **C 10. Defects, Warranty**

The delivered items must be carefully inspected by the customer or the designated third party immediately upon delivery. They are considered approved if we do not receive written notice of defects regarding obvious defects or other defects that were recognizable upon immediate and careful inspection within seven working days after delivery or collection of the delivered goods, or within seven working days after the discovery of the defect, or any earlier point in time when the defect was detectable by the customer under normal use of the delivered goods without further inspection. Defects in part of the delivered goods do not entitle the customer to complain about the entire delivery.

If a claim for warranty is not excluded as per the preceding paragraph, it shall expire within one year from the transfer of risk, unless a case under Section C 11. applies.

We warrant that our services at the time of the transfer of risk are free from defects in material or workmanship that would render the service unusable or reduce its usability under normal use. Furthermore, we provide no warranty, especially not for circumstances that do not fall within our sphere of control at the time of the transfer of risk, such as defects in information and documentation provided by the customer. No warranty is provided for damages resulting from unsuitable and improper storage, use, or modification of the goods by the customer or third parties, normal wear and tear, improper or negligent handling, and extraordinary external influences beyond our control, unless the customer can demonstrate that these circumstances were not causally related to the reported defect.

For the determination of our warranty obligation, the goods can be inspected by us at the customer's location, or the customer can return or deliver the goods to us, at our discretion.

In the event of a warranty claim, we will either rectify the defective products within a reasonable period or provide replacement products at our discretion. If rectification or replacement fails twice, the customer may rescind the contract or request a reduction in compensation. Under the aforementioned conditions, we are also entitled to rescind the contract. The customer's rights under § 311 a (2) of the German Civil Code (BGB) remain unaffected.

Other claims by the customer based on defects in the delivered goods, such as claims for consequential damages due to defects, are excluded, subject to the provisions in Section C 11.

We shall not be liable - subject to the provisions in Section C 11 - for damages that did not occur to the goods themselves, in particular not for lost profits, business interruption, or other financial losses incurred by the customer. Our liability for defects is limited in terms of the amount to the simple value of the defective item. For consequential and delay damages, our liability - subject to the provisions in Section C 11 - is in any case limited in terms of the amount to three times the value of the defective item, but not exceeding 50% of the value of the total deliveries in the last 12 months until the occurrence of the damage event. In this case, however, we are liable for at least the simple value.

The above provisions apply accordingly to claims by the customer arising from suggestions or advice provided within the scope of the order or from the breach of contractual ancillary obligations.

Complaints about defects do not affect the due date of our payment claim unless the defects have been acknowledged by us in writing or have been legally established.

### **C 11. General Liability Limitation**

Claims for damages, regardless of their legal basis, are excluded unless these General Terms and Conditions provide otherwise. This exclusion does not apply in cases of intent or gross negligence. Furthermore, the exclusion of liability does not apply in cases of breach of essential, contractually significant duties, in cases of injury to life, body, or health, as well as in cases of mandatory statutory liability under the Product Liability Act. A breach of duty on our part is equivalent to that of our legal representatives or vicarious agents.

The claim for damages due to the breach of essential, contractually significant duties is limited to the typical, foreseeable damage, unless there is intent or gross negligence, or liability arises due to the negligent or intentional injury to life, body, health, or mandatory statutory liability under the Product Liability Act.

To the extent our liability for damages is excluded or limited, this also applies to the personal liability for damages of our employees, workers, representatives, and agents.

In the event that we should be liable for damages due to ordinary negligence, our obligation to provide compensation for property or personal injury is limited to the coverage amount of our liability insurance. This does not apply to the replacement of foreseeable, contract-typical damages.

### **C 12. Liability Limitation for Contract Work**

For orders involving contract work on provided products, the client is responsible for ensuring that the provided products are suitable for the intended contract work. The client is obligated to conduct a proper inspection of the products before their delivery for contract work. The client must also provide timely, legible, and understandable accompanying documents. We shall not be liable for errors or defects resulting from materials unsuitable for the intended processing or from missing, faulty, or unclear accompanying documents.

If contract work performed by us does not yield the agreed-upon results, we have the option to either waive our charges for the contract work, in whole or in part, or to repeat the contract work, possibly using a replacement part. Our liability for damages to the part processed by us shall not exceed the value of the contract work we provided on that part. We shall not be liable for consequential or delay-related damages.

If an agreed-upon contract work is found to be unfeasible or not feasible as originally agreed, we reserve the right to reject further contract work or replacement contract work without any obligation to compensate for any resulting damages, regardless of the reason, unless a statutory provision prohibits an unconditional waiver of liability.

### **C 13. Returns**

Undamaged standard goods that were not specially procured or cut for the customer can be returned in commercial quantities within a period of 6 weeks, with the customer bearing the cost of delivery to one of our facilities. The full purchase price of the goods will be credited. This return policy does not apply to custom products such as specially heat-treated items, raw material cuttings, VarioDuct, VarioPlan®, VarioRond®, and custom dimensions of precision flat steel or drawing-specific parts, as well as unusually large quantities.

### **C 14. Miscellaneous**

Claims of any kind may not be assigned or transferred to another party, in whole or in part, without our written consent. All business relations between the parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

The place of performance and jurisdiction is Christes.