General Terms and Conditions of Sale of Casteon GmbH

1. Scope of Application

1.1 These General Terms and Conditions of Sale (GTCS) apply to all contracts for deliveries and other services between Casteon GmbH and the enterprises affiliated with it within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) on the one hand and its customers on the other hand, provided that the customers are entrepreneurs (Section 14 German Civil Code – BGB), legal entities under public law or special funds under public law. Contracts with consumers within the meaning of Section 13 German Civil Code (BGB) are not concluded on the basis of these GTCS.

1.2 These GTCS in the version valid at the time of conclusion of the contract shall also apply to all future contracts within the ongoing business relationship with the same customer, without our having to refer to them again in each individual case. The customer may access and download our GTCS at any time on the internet at [URL GTCS]. Upon request, we will send them to the customer free of charge at any time. For foreign customers, we will provide the GTCS in the contractual language at the latest with each offer and each order confirmation.

1.3 Conflicting, deviating or supplementary general terms and conditions of business or purchase of the customer shall not become part of the contract unless we have expressly agreed to their validity in writing in the individual case. This shall also apply if we do not expressly object to them or if we perform the delivery or service without reservation in the knowledge of conflicting or deviating terms and conditions.

2. Conclusion of Contract

2.1 Our offers are subject to change and non-binding, unless they are expressly designated as binding. If the customer's purchase order is preceded by our offer, the contract is concluded when the customer accepts the offer within the period specified therein and we receive the customer's purchase order.

2.2 If the customer submits an offer to us or if its purchase order deviates from our offer, the contract shall only be concluded upon receipt of our order confirmation in text form or by performance of the delivery or service. Upon the customer's request, the order confirmation shall be provided in written form.

2.3 If no express order confirmation is issued following an offer of the customer, the contract shall be concluded by performance of our delivery or other service or – if this occurs earlier – upon receipt of our invoice.

2.4 The customer is bound by its purchase order for six weeks from the date of its receipt by us, unless a different binding period has been agreed in the individual case.

2.5 The content of the contract, in particular the scope of delivery and performance, shall be determined exclusively by our offer and/or our order confirmation and these GTCS. Amendments and supplements to the contract, including these GTCS, must be made in text form in order to be valid. Individual contractual agreements (Section 305b BGB) shall remain unaffected hereby.

2.6 Any information contained in catalogues, brochures, technical documentation or other documents (in particular illustrations, drawings, weights and dimensions, performance data, references to standards) constitutes customary approximations in the industry and shall only be binding if it is expressly designated as binding or as an agreement on quality in our offer or our order confirmation.

3. Series Deliveries, Framework and Call-Off Contracts

3.1 Series deliveries and deliveries based on framework or call-off contracts (hereinafter collectively "series and call-off deliveries") shall be made on the basis of these GTCS and the respectively individually agreed framework or call-off agreement. Insofar as deviations from these GTCS are stipulated in a framework or call-off agreement, the individual contractual provisions shall prevail over the provisions of these GTCS.

3.2 In the case of open-ended framework or call-off contracts, each party may terminate the contract by giving six months' notice to the end of a calendar month in text form, unless a different term or notice period has been agreed in the individual case.

3.3 Our price calculation for series and call-off deliveries is generally based on the total quantities (target quantities) agreed in the framework or call-off contract and any agreed minimum purchase quantities. If no binding order quantities have been agreed, our calculation is based on the agreed target quantities.

3.4 If the customer falls short of the agreed order or target quantity, we shall be entitled to adjust the agreed unit price appropriately to the extent that our order-related costs per unit increase as a result of such shortfall. In doing so, particular account shall be taken of the relevant cost elements (material, energy, labour and other production and procurement costs) and their share in the original price calculation. At the customer's request, we shall disclose the relevant cost elements and their weighting in an appropriate, aggregated form.

3.5 If, with our consent, the customer exceeds the agreed order or target quantity, the customer shall be entitled to request a corresponding adjustment of the unit price downwards. Clause 3.4 shall apply mutatis mutandis to the determination of the price adjustment. As a rule, claims for a price reduction should be asserted at least two months before the scheduled delivery date in text form.

3.6 In the case of series and call-off deliveries with a contractual term of more than twelve months or in the case of open-ended framework or call-off contracts, each party shall be entitled to request an adjustment of the agreed prices if, after a period of four weeks from the beginning of the contract, the order-related cost elements relevant for price calculation (in particular material, energy, labour and other procurement and production costs) change significantly. A significant change exists if the sum of these cost elements increases or decreases by more than 3%. The price adjustment shall be made at our equitable discretion while preserving the contractual equivalence relationship and may solely serve to compensate for the proven changes in costs, based on the cost elements mentioned and their proportion of the original price. Any further increase in the profit margin is excluded. Increases and decreases in costs shall be taken into account equally. At the request of the party entitled to adjustment, the other party shall be provided with the relevant cost elements and their weighting in an appropriate, aggregated form so that the price adjustment can be understood. If no agreement on the adjustment is reached within a reasonable period, both parties shall be entitled to the statutory rights to adjust or terminate the contract.

3.7 In the case of delivery contracts on call-off, the customer is obliged – unless different deadlines have been agreed – to notify us in text form of binding call-off quantities at least three months before the desired delivery date.

3.8 If call-offs are made late or if the customer subsequently changes call-offs with regard to delivery date or quantity, the customer shall bear the additional costs demonstrably incurred as a result. Such additional costs include, in particular, additional planning and set-up costs, reasonable storage costs, additional freight charges and any additional costs arising from necessary changes to or interruptions of production processes. At the customer's request, we shall set out these additional costs in a comprehensible manner.

CASTEON GmbH
Kaiserstrasse 100
51643 Gummersbach
Germany

Phone: +49 2263 79-0
Fax: +49 2263 79-444
www.casteon.com
info@casteon.com

CEO: Marc Breidenbach
Commercial Register of Cologne
HRB 127640
VAT No. DE122535903

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3.9 Due to the particular nature of series and casting production, commercially customary tolerances shall be permissible in series and call-off deliveries. Excess or short deliveries of up to 10% of the quantity called off or contractually agreed for the respective batch shall be deemed to be in conformity with the contract, insofar as this is reasonable for the customer. Price and billing shall be based on the quantity actually delivered.

4. Prices, Invoices, Payments

4.1 Unless expressly agreed otherwise in writing, our prices are net prices ex works (EXW Incoterms 2020) without packaging, freight, postage, value protection or transport insurance and plus the statutory value-added tax applicable from time to time. In the case of foreign deliveries, the customer shall bear all costs, charges, duties and fees associated with import and export. Cash discounts, rebates, bonuses or other allowances are granted only on the basis of a separate written agreement.

4.2 Payment and cash discount periods granted by us commence on the date of the invoice. For the timeliness of payment, the date on which the full invoice amount is credited unconditionally to our business account is decisive.

4.3 Payments shall be made in euros, free of charges and costs, to a bank designated by us. Any agreed deduction of cash discount is permissible only if the customer is not in default with any other claims arising from the ongoing business relationship and the payment date stipulated in the cash discount agreement is observed.

4.4 From the due date of the claim, we shall be entitled, in commercial business transactions, to charge default-independent interest on overdue payments at a rate of 5% p.a. From the occurrence of default, default interest in the amount of 9 percentage points p.a. above the applicable base interest rate shall be payable. The assertion of further default damages shall remain reserved.

4.5 Payment periods granted shall cease to apply if, after conclusion of the contract, it becomes apparent to us that our claim for payment is jeopardised as a result of a significant deterioration in the customer's financial circumstances or if the customer provides incorrect, incomplete or – despite request – no information on its creditworthiness. In this case, we shall be entitled to make further deliveries only against advance payment or provision of adequate security, to revoke payment periods already granted and – where required by law, after fruitless expiry of a reasonable grace period – to withdraw from contracts that have not yet been fully performed.

4.6 We shall be entitled to allocate payments by the customer, notwithstanding any contrary designation by the customer, first to costs, then to interest and lastly to the oldest outstanding principal claim.

5. Set-Off and Rights of Retention

5.1 The customer shall only be entitled to set off its claims against our claims if its counterclaim is undisputed, acknowledged by us, has been established by final and binding judgment or is ready for decision, or if its claim arises from the same contractual relationship from which our claim results.

5.2 The same shall apply to the assertion of rights of retention and rights to refuse performance. The customer shall only be entitled to a right of retention to the extent that its counterclaim arises from the same contractual relationship and is undisputed, acknowledged by us, has been established by final and binding judgment or is ready for decision.

5.3 Statutory rights of the customer to withhold payments due to defects in the delivery shall remain unaffected, provided they arise from the same contractual relationship; this clause does not entail any restriction of statutory rights in respect of defects.

6. Delivery Conditions, Transfer of Risk

6.1 Unless expressly agreed otherwise, delivery shall be made ex works in accordance with the delivery term "EXW" (Incoterms 2020) from the works or warehouse specified in the order confirmation.

6.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon expiry of our usual business hours on the earliest collection date specified in the notice of readiness for collection. In the case of generic obligations, the risk shall not pass until we have segregated the goods.

6.3 Shipment of the goods shall only take place on the basis of a separate agreement and at the customer's risk. If the mode of shipment, route of transport or transport company has not been expressly agreed, we shall be entitled to determine these at our equitable discretion.

6.4 At the express request and at the expense of the customer, we will take out transport insurance.

6.5 If the customer does not collect the goods in due time after the earliest collection date stated in the notice of readiness for collection, we shall be entitled, at our discretion, to store the goods at the customer's risk and expense. Upon storage, the goods shall be deemed delivered; in this case, we shall be entitled to invoice the agreed purchase price.

7. Delivery Periods, Dates, Default of Acceptance

7.1 Delivery periods and dates shall only be binding if they have been expressly confirmed by us as such. Otherwise, specified delivery times are to be regarded as non-binding guidelines. Partial deliveries to a reasonable extent are permissible and may be invoiced separately.

7.2 Compliance with delivery periods requires that all cooperation duties to be performed by the customer are fulfilled in due time, completely and properly, in particular the timely provision of required documents, approvals, permissions, specifications and drawings as well as compliance with agreed payment terms (including agreed advance payments). If these prerequisites are not fulfilled in due time, the delivery period shall be extended appropriately by the duration of the delay, provided that we are not responsible for the delay.

7.3 If the customer is in default of acceptance, fails to perform a cooperation duty or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to claim compensation for the damage resulting therefrom, including additional expenses (e.g. storage costs, additional transport costs, insurance premiums). In such cases, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the time the customer falls into default of acceptance.

7.4 If we are in default with a delivery, the customer may – without prejudice to further statutory rights – initially set a reasonable period of grace. This must be combined with the express declaration that the customer will refuse acceptance of the performance upon expiry of the period. After fruitless expiry of the period of grace, the customer shall be entitled to withdraw from the contract. Claims for damages due to default shall be governed by Clause 11.

8. Force Majeure, Reservation of Self-Supply, Hardship

8.1 Events of force majeure, i.e. events beyond our control that were not foreseeable at the time of conclusion of the contract and cannot be avoided, such as, in particular, natural disasters, fire, explosions, epidemics or pandemics, wars, terrorist attacks, civil unrest, significant operational disruptions, shortages of energy or raw materials, lawful strikes and lockouts, official measures or embargoes, shall release us from our obligations to perform for the duration of the disruption and to the extent of its effects. This shall also apply where such events occur at our upstream suppliers.

CASTEON GmbH
Kaiserstrasse 100
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8.2 We will inform the customer without undue delay of the occurrence of an event of force majeure and its expected duration. If the impediment lasts longer than six weeks, both the customer and we shall be entitled to withdraw from the affected contract. Counter-performances already rendered shall be returned; no further claims shall exist.

8.3 If we are unable to perform deliveries or services because, despite the conclusion of congruent covering transactions, we are not supplied, not supplied in sufficient quantity or only supplied with defective goods by our upstream suppliers and we are not responsible for this, we shall be released from our duty to perform and may withdraw from the affected contract. We will inform the customer of this without undue delay and reimburse any counter-performance already received. No further claims of the customer shall exist.

8.4 If the performance of our contractual obligations becomes substantially more difficult as a result of circumstances beyond our reasonable control and which were not foreseeable at the time of conclusion of the contract (e.g. due to substantial changes in statutory or official framework conditions, prolonged disruptions of supply chains), we shall be entitled to request the customer to agree on an adjustment of the contract that enables an appropriate overcoming of the hardship. Until agreement on an adjustment is reached, our obligations to perform shall be suspended. If no agreement is reached within a reasonable period or if an adjustment of the contract is unreasonable for one of the parties, both parties shall be entitled to withdraw from the contract. Performances already rendered shall be returned; no further claims shall exist.

9. Extended and Prolonged Retention of Title

9.1 We retain title to all goods delivered by us ("goods subject to retention of title") until full settlement of all present and future claims arising from the business relationship with the customer, including any balance claims arising from current account.

9.2 The customer is obliged to handle the goods subject to retention of title with due care, to maintain them at its own expense and to insure them at replacement value against theft, breakage, fire, water and other damage to the extent that a prudent merchant would do so. The customer hereby assigns to us by way of security its claims under the insurance contracts relating to the goods subject to retention of title; we accept this assignment.

9.3 The customer processes the goods subject to retention of title for us without this giving rise to any obligation on our part to pay remuneration. If the goods subject to retention of title are processed, mixed or combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount including VAT) to the other items processed at the time of processing, mixing or combination. If the goods subject to retention of title are combined with a principal item of the customer or of a third party, the customer hereby assigns to us its rights to the new item or the principal item by way of security in the above-mentioned proportion; we accept this assignment. The new item shall be deemed to be goods subject to retention of title within the meaning of this Clause 9.

9.4 The customer shall be entitled to resell the goods subject to retention of title in the ordinary course of business and in accordance with its usual terms and conditions of business for as long as it is not in default of payment, provided that the claims arising from the resale are transferred to us as set out below. This shall not apply if a prohibition of assignment has been agreed between the customer and its purchaser with regard to the purchase price or remuneration claims. The customer is not permitted to pledge, transfer by way of security or otherwise encumber the goods subject to retention of title.

9.5 The customer hereby assigns to us by way of security all claims arising from the resale of the goods subject to retention of title or of the products resulting from processing, mixing or combination, together with all ancillary rights, in the amount of the final invoice value including VAT; we accept this assignment. If the resale is carried out together with other goods not supplied by us at a total price, the assignment shall only extend to that part of the claim which corresponds to the proportionate invoice value of the goods subject to retention of title.

9.6 The customer is revocably authorised to collect the claims assigned to us in its own name for our account. Our right to collect these claims ourselves shall remain unaffected. However, we will not exercise this right and will not revoke the authorisation to collect as long as the customer duly fulfils its payment obligations, is not in default of payment, no application for the opening of insolvency proceedings has been filed and no other significant deterioration in its financial situation is apparent. At our request, the customer shall inform us of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and notify the debtors of the assignment.

9.7 In the event of a breach of contract by the customer, in particular in the event of default of payment, significant deterioration in its financial situation or other not merely insignificant breaches of duty, we shall be entitled – without prejudice to further rights – after the expiry of a reasonable period to withdraw from the contract and demand the surrender of the goods subject to retention of title. The customer shall be obliged to surrender and hereby already permits us to enter its business and storage premises for this purpose. The taking back of the goods subject to retention of title shall only be deemed to be a withdrawal from the contract if we expressly declare this.

9.8 The customer shall inform us without undue delay in writing of any enforcement measures by third parties against the goods subject to retention of title, the claims assigned to us or other securities, and shall provide all information and documents necessary for an intervention. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs incurred in this connection, the customer shall be liable for these.

9.9 If the realisable value of the existing securities exceeds our secured claims by more than 10% in total, we shall be obliged, at the customer's request, to release securities of our choice to the corresponding extent. The realisable value corresponds to the realisation proceeds obtainable in a hypothetical insolvency of the customer for the goods subject to retention of title at the time of our decision on the request for release.

9.10 If the retention of title is not effective or enforceable under the law of the country in which the goods subject to retention of title are located, the customer shall be obliged, at our request, to provide equivalent security. If it fails to comply with this obligation, we shall be entitled to demand immediate payment of all outstanding claims.

10. Warranty (Liability for Defects)

10.1 The customer's rights in respect of material and legal defects shall be governed by the statutory provisions, unless otherwise stipulated below.

10.2 The basis of our liability for defects is primarily the agreement between the parties on the quality of the goods. All product descriptions, technical specifications and manufacturer's information agreed on in the individual case which form part of the contract or which we have made publicly known at the time of conclusion of the contract shall be regarded as agreements on quality. If no quality has been agreed, the presence of a defect shall be determined in accordance with the statutory provisions.

10.3 We are obliged, taking into account customary tolerances, to deliver goods of average type and quality with regard to dimensions, weight, quality and packaging. Deviations in dimensions, weight and quantity within the scope of the relevant standards and the usual industry-specific tolerances shall not be deemed defects.

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PART OF THE **GESCO** GROUP

10.4 The customer shall inspect the goods without undue delay after delivery for obvious defects, shortfalls and incorrect deliveries and shall notify us in writing of any defects that are apparent without undue delay, at the latest within seven calendar days after delivery. Hidden defects shall be notified in writing without undue delay after their discovery. In all other respects, the inspection and notification obligations pursuant to Section 377 of the German Commercial Code (HGB) shall apply. If the customer fails to properly inspect the goods or to properly notify us of defects, our liability for the defect that is not notified in due time or not properly notified shall be excluded.

10.5 If the goods delivered are defective, we may choose to effect subsequent performance either by remedying the defect (rectification) or by delivering goods free from defects (replacement delivery). If the type of subsequent performance chosen by us is unreasonable in the individual case, the customer may refuse it. The right to refuse subsequent performance under the statutory provisions shall remain unaffected.

10.6 We shall be entitled to make the owed subsequent performance dependent on the customer paying the purchase price due. However, the customer shall be entitled to withhold a reasonable part of the purchase price in proportion to the defect.

10.7 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, where applicable, removal and installation costs, in accordance with the statutory provisions, provided that a defect actually exists and the costs are not unreasonable in the individual case. If a request by the customer to remedy a defect proves to be unjustified, we may demand reimbursement from the customer of the costs incurred as a result.

10.8 Claims by the customer for damages or reimbursement of futile expenses due to defects shall exist exclusively in accordance with Clause 11; in all other respects they are excluded.

10.9 The limitation period for claims for defects is, in deviation from Section 438(1) No. 3 BGB, one year from delivery of the goods. If acceptance has been agreed, the limitation period shall commence upon acceptance. Statutory special provisions on limitation, in particular concerning buildings, supplier recourse and fraudulent intent, shall remain unaffected.

11. Liability

11.1 Claims of the customer for damages, on whatever legal grounds, as well as claims for reimbursement of futile expenses are excluded unless

- the cause of the damage is based on an intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents, or
- there is at least negligent breach of a contractual duty, the fulfilment of which is a prerequisite for the proper performance of the contract and upon the compliance with which the customer regularly relies and may rely (cardinal obligation); in this case, our liability shall be limited in amount to the damage which is foreseeable at the time of conclusion of the contract and typical for the contract.

11.2 In all other respects, liability for simple negligence is excluded.

11.3 The above limitation of liability pursuant to Clause 11.1 shall also apply to the personal liability of our legal representatives, employees, staff and vicarious agents.

11.4 The limitations of liability under Clauses 11.1 and 11.2 shall not apply to damages resulting from injury to life, limb or health, to claims under the German Product Liability Act (Produkthaftungsgesetz) or where we have in exceptional cases assumed a guarantee or fraudulently concealed a defect. In such cases, we shall be liable in accordance with the statutory provisions.

12. Order-Related Production Equipment, Parts to be Cast In

12.1 "Order-related production equipment" within the meaning of these GTCS includes, in particular, models, templates, core boxes, chill moulds, casting tools, fixtures, gauges and comparable equipment required for the manufacture of the agreed goods, irrespective of whether they are provided by the customer or manufactured or procured by us on behalf of the customer. "Parts provided and parts to be cast in" comprise all parts, components and materials which the customer makes available to us for use, processing, installation or casting into the goods to be manufactured by us.

12.2 Production equipment provided by the customer shall be delivered to us in due time, in a usable and contractually suitable condition and at the customer's expense and risk.

12.3 The customer shall be solely responsible for ensuring that the production equipment it provides corresponds to the agreed specifications, drawings and samples and is suitable for the intended contractual use. We shall only verify such conformity if this has been expressly agreed.

12.4 We shall be entitled to modify the production equipment provided to the extent necessary for casting or production-related reasons, provided that the agreed quality of the goods is not impaired thereby.

12.5 We shall treat and store production equipment provided with the care we exercise in our own affairs. Any further liability for loss or damage to production equipment provided shall exist only in accordance with the general provisions on liability under these GTCS; in particular, we shall not be liable for accidental loss or accidental deterioration unless we are at fault.

12.6 If production equipment provided is no longer required by us for the performance of the contract, we shall inform the customer thereof and request it to collect such equipment within a reasonable period at its own expense. If the customer does not comply with this request, we shall be entitled to store the production equipment at the customer's risk and expense or – after the further expiry of a reasonable period set with a warning – to dispose of or realise it, provided that there is no apparent legitimate interest of the customer to the contrary.

12.7 Order-related production equipment that is manufactured or procured by us on behalf of the customer shall – subject to any deviating explicit agreements – remain our property even if the customer bears a share of the costs or these costs are invoiced separately.

12.8 We shall store production equipment within the meaning of Clause 12.7 from its first productive use as a rule for a period of three years after the last casting or the last series delivery of the respective item, unless a different retention period has been agreed in the individual case. We are not obliged to insure such production equipment; the customer may take out insurance at its own expense.

12.9 If it is agreed that title to the production equipment manufactured or procured by us is to pass to the customer, the transfer of title shall not take place until the agreed price has been paid in full. The parties may agree that we shall continue to store the production equipment on behalf of the customer; in this case, the agreed storage shall replace delivery. Details of hand-over, transport and costs shall be borne by the customer unless otherwise agreed.

12.10 The customer shall bear the costs of modification, maintenance and replacement of the production equipment it provides.

12.11 Parts provided and parts to be cast in shall be delivered by the customer to us in the agreed quality, dimensional accuracy and quantity, free from material and legal defects and in due time and at the customer's expense.

CASTEON GmbH
Kaiserstrasse 100
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Phone: +49 2263 79-0
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12.12 The customer shall be responsible for ensuring that parts provided and parts to be cast in comply with all contractual, statutory and official requirements and that their use does not infringe any industrial property rights or other rights of third parties.

12.13 If parts provided or parts to be cast in are damaged or rendered unusable in the course of the contractually owed manufacturing process – including scrap within the scope of the agreed or customary scrap and tolerance rates – the customer shall be obliged to provide replacements without undue delay and free of charge. To this extent, the customer shall not be entitled to any claims against us for compensation of the parts provided; any further claims of the customer shall be governed exclusively by the general provisions on liability under these GTCS.

13. Limitation Periods

13.1 In deviation from Section 438(1) No. 3 BGB, the general limitation period for claims based on material and legal defects shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

13.2 The above limitation periods shall also apply to contractual and non-contractual claims for damages of the customer that are based on a defect in the goods, unless liability is based on intent or gross negligence, injury to life, limb or health, or under the German Product Liability Act. In such cases, the statutory limitation periods shall apply.

13.3 Statutory special provisions on limitation, in particular in the case of supplier recourse pursuant to Sections 445a, 445b BGB and in cases of fraudulent intent, shall remain unaffected.

14. Third-Party Intellectual Property Rights, Indemnification, Own Intellectual Property Rights

14.1 It is the sole responsibility of the customer to ensure that, as a result of its specifications regarding the quality of the goods and their further processing, no intellectual property rights or other rights of third parties are infringed in countries of the European Union or in countries to which the goods are delivered on behalf of the customer.

14.2 If, due to a specification of the quality of the goods made by our customer, we are subjected to claims by a third party on the grounds of an infringement of intellectual property rights,

- we will inform our customer without undue delay,
- our customer shall indemnify us upon first written demand in full against all legitimate claims of third parties, including reasonable costs of legal defence and/or legal prosecution,
- and our customer shall, at its discretion and at its own expense, either procure for us a right of use for the relevant specifications of the quality of the goods or modify the specifications such that the intellectual property right is no longer infringed, unless we are solely responsible for the infringement of intellectual property rights. Our further statutory rights shall remain unaffected.

14.3 Our claims arising from the infringement of intellectual property rights or other legal defects shall be time-barred ten years after the transfer of risk.

14.4 We retain all rights, including copyrights, trademark rights, company name rights and rights in know-how, in and to all production equipment, illustrations, drawings, samples, brochures, calculations and other documents. Without our express written approval, these documents may not be made accessible to third parties, reproduced, distributed or otherwise used by the customer; this applies in particular to copying, imitation, dismantling or disassembly (reverse engineering). This applies in particular to documents marked as “confidential”.

15. Proof of Export, Confirmation of Arrival, Export, Re-Import

15.1 If a customer domiciled outside the Federal Republic of Germany, or its agent, collects the goods in Germany and transports or ships them abroad, the customer is obliged to provide us with the export documents required for VAT purposes. If such documents are not provided or are not provided properly, the customer shall be obliged to pay the German VAT due on the delivery.

15.2 In the case of VAT-exempt intra-Community deliveries to other EU Member States, the customer is obliged to provide us with a confirmation of arrival or other suitable proof of the actual arrival of the goods in another EU Member State. If such proof is not provided, the customer shall be obliged to pay the German VAT due on the delivery.

15.3 Goods intended for export to territories outside the internal market shall – subject to mandatory statutory provisions – be exported to the designated country of destination. Goods exported to such territories may not be re-imported into the internal market without our express consent.

16. Confidentiality

16.1 “Confidential information” within the meaning of these GTCS comprises all non-obvious information of any kind (in particular technical, economic, legal and organisational information, data, drawings, models, prototypes, samples, specifications, calculations, sales data, business strategies and know-how) which is made directly or indirectly available to the customer in connection with the initiation and performance of the contract and which is marked as confidential or is to be understood as confidential by its nature. This applies irrespective of the form in which the information is communicated; oral information is included.

16.2 The customer is obliged to treat all confidential information in strict confidence, to use it solely for the performance of the relevant contract and to grant access to it to third parties only to the extent that this is absolutely necessary for performance of the contract and such third parties have in turn been bound in writing to observe confidentiality to at least the same extent.

16.3 The customer shall take appropriate technical and organisational measures to protect the confidential information, such measures being at least equivalent to those it uses to protect its own confidential information of a similar type.

16.4 The duty of confidentiality shall not apply to information which the customer can prove

- was already lawfully known to it prior to disclosure without any obligation of confidentiality,
- was lawfully received from third parties without breach of these GTCS or other confidentiality agreements,
- was generally known at the time of disclosure or subsequently becomes generally known without fault on the part of the customer, or
- must be disclosed on the basis of mandatory statutory provisions or final and binding orders of public authorities or courts. In such case, the customer shall – where legally permissible – inform us in advance.

16.5 The duty of confidentiality shall apply during contract negotiations and for the duration of the contract and shall end five years after termination of the business relationship.

17. Data Protection

17.1 The parties are obliged to comply with the data protection provisions applicable from time to time, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG), when processing personal data in the course of performing the contract.

17.2 We process personal data of the customer exclusively for the purpose of performing contracts, maintaining the business relationship and for the

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purposes described in our current privacy policy. Details can be found in the privacy policy available on our website at [URL privacy policy].

18. Code of Conduct

18.1 Casteon GmbH has introduced a code of conduct for the fulfilment of its human rights and environmental due diligence obligations and to ensure responsible corporate governance, which is available on the website at [URL code of conduct].

18.2 Codes of conduct of the customer shall only become binding if this has been expressly and separately agreed in writing.

19. Place of Performance, Place of Jurisdiction, Applicable Law

19.1 The place of performance for all deliveries and services as well as for payments by the customer shall, unless otherwise agreed, be the registered office of Casteon GmbH.

19.2 The place of jurisdiction for all disputes arising out of or in connection with the business relationship shall, if the customer is a merchant, a legal entity under public law or a special fund under public law, be the registered office of Casteon GmbH. However, we shall also be entitled to bring an action against the customer at its general place of jurisdiction.

19.3 These GTCS and all legal relationships between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG, UN Sales Law).

20. Final Provisions

20.1 Amendments and supplements to these GTCS as well as collateral agreements must be made in text form in order to be effective. This shall also apply to any amendment or cancellation of this requirement of text form. Individual contractual agreements shall remain unaffected.

20.2 Should individual provisions of these GTCS or parts thereof be invalid or unenforceable or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, the valid provision shall be deemed agreed which comes closest to the economic purpose of the invalid or unenforceable provision. The same shall apply in the event of an unintended gap in the provisions.

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CASTEON GmbH
Kaiserstrasse 100
51643 Gummersbach
Germany

Phone: +49 2263 79-0
Fax: +49 2263 79-444
www.casteon.com
info@casteon.com

CEO: Marc Breidenbach
Commercial Register of Cologne
HRB 127640
VAT No. DE122535903

PART OF THE **GESCO** GROUP