

General Terms and Conditions of Härtha Group GmbH

1. Scope of application

- a) The following General Terms and Conditions shall apply to all services provided by a company of HÄRTHA GROUP GmbH, i.e. in particular to Härtha-Aldenhoven GmbH, Härtha-Weißenburg GmbH, Forte Wärmebehandlung GmbH, Händle Härtereie GmbH, Härtereie Aribert Conrad GmbH, Donau-Härtereie GmbH, Sabo Boxtel B.V., HAERTHA Verdello S.R.L., HAERTHA Coating Verona S.R.L. and Vacuum S.P.A. (hereinafter referred to as "we" or "us") to our customers (hereinafter referred to as "Client"). Deviating terms and conditions of the Client shall not apply, even if we do not expressly object to them. Verbal collateral agreements require written confirmation to be effective.
- b) Our services usually, but not exclusively, cover the surface and heat treatment of products and goods of the Client (hereinafter "Heat Treatment Good").

2. Conclusion of Contract

- a) A contract is concluded when the Client accepts our offer. An offer is submitted to the Client by letter, telephone or e-mail. We may revoke an offer at any time prior to acceptance of the offer by the Client. Within the framework of the acceptance of our offer, at the latest, however, upon handover of the Heat Treatment Good to be treated by us, the Client shall provide the information specified under Clause 5.
- b) A contract is also concluded when the Client delivers or sends a Heat Treatment Good to our site and we act in accordance with his order.

3. Prices

- a) Orders for which fixed prices have not been expressly agreed in writing shall be invoiced at the prices valid on the date of conclusion of the contract in accordance with our price list. In this case, the price list shall be made available to the Client by us upon request. The prices are in Euro ex works plus packaging, the statutory CO2 levy, the energy cost surcharge pursuant to Clause 3. c), as well as the respectively applicable value added tax, unless otherwise agreed.
- b) We reserve the right to adjust the agreed prices after conclusion of the contract at our equitable discretion to the development of the costs which are decisive for the price calculation. A price increase shall be considered, and a price reduction shall be made if and to the extent that the costs for the respective order change due to circumstances beyond our control. Such circumstances are, for example, exchange rate fluctuations, currency regulation, change in customs duties, increase in the inflation rate, significant increase in transport, material, energy or labor costs or other manufacturing costs. The Client has the option of having the equity of the new prices reviewed by the courts. In all other respects Sec. 315 German Civil Code remains unaffected. The price adjustment shall be deemed to be accepted by the Client in any case if he accepts an offer by us after our notification regarding the price adjustment, delivers a Heat Treatment Good to us for treatment or otherwise places an order with us.
- c) Under the conditions stated in Clause 3. b), we are expressly entitled to charge a monthly energy cost surcharge at our discretion. The energy cost surcharge will be recalculated monthly.

4. Payment

- a) Our invoices are due within the specified payment deadline without any deduction. If no payment deadline is agreed, invoices are due eight (8) days after receipt. If the payment deadline is exceeded, we shall charge default interest at the statutory rate of 9% above the respective base rate. We reserve the right to assert further damage caused by default. As far as our claim for payment is endangered due to circumstances which have occurred and which result in a deterioration of the Client's financial situation after conclusion of the contract, we

shall be entitled to carry out deliveries which have not yet been carried out only against advance payment.

- b) The Client may only offset our payment claims against claims that are undisputed or legally established. The Client shall also only be entitled to assert a right of retention on the basis of counterclaims that are undisputed or legally established.

5. Information of the Client

All Heat Treatment Goods must be accompanied by an order or delivery bill with the following information when handed over by the Client:

- a) Description of the parts, number of pieces, net weight and type of packaging, material quality (standard designation or steel brand) and quotation number (if available).
- b) The desired heat treatment, in particular
- for case hardening steels, either the required carburizing depth with surface hardness or the specified case hardening depth with reference hardness value and surface hardness;
 - for quenched and tempered steels, the required tensile strength. Unless otherwise agreed, the Brinell hardness test on the surface shall be decisive for the determination of the same;
 - for tool and high-speed steels, the desired degree of hardness according to Rockwell or Vickers;
 - for nitriding steels or treatments, the desired nitriding hardness depth (Nht), the treatment duration or the desired thickness of the compound layer;
 - for surface hardening, the desired surface hardness depth (SHD) with reference hardness value and surface hardness and the position of the area to be hardened;
 - in the case of gas nitrocarburizing, if necessary with post-oxidation, either the treatment duration or the desired thickness of the compound layer and, if necessary, oxide layer;
 - for induction hardening and flame hardening, the desired case hardening depth with reference hardness value and surface hardness.
- c) Details of the desired test method, the test center and the test load (see DIN test nomenclature).
- d) Any other information or instructions necessary for the success of the treatment (see DIN 6773, 17014, 17023).
- e) In the case of workpieces of the same type, it should be noted if they are made from different steel melts.
- f) If partial hardening is required, drawings must be included showing which areas must be hardened. Alternatively, the workpieces may be marked accordingly or already insulated by the Client. Similarly, special requirements for dimensional accuracy or surface condition shall be noted on the delivery documents. The Client shall make special reference to welded or soldered workpieces and to those containing cavities. If the necessary information is missing, incomplete or unclear, treatment and inspection shall be carried out to the best of our ability without any obligation to enquire. Any damage or defects resulting from this shall be borne by the Client.

The Client shall be responsible for ensuring that the specifications pursuant to Clause 5 are in compliance with applicable law (including applicable export restrictions) and that all, possibly required, official approvals are obtained in due time.

6. Delivery Date

Insofar as delivery dates are agreed, they shall only apply subject to the timely fulfillment of all obligations of the Client required for timely delivery (in particular the provision of the information pursuant to Clause 5) as well as our correct and timely self-delivery, unless we are responsible for the incorrect

or delayed self-delivery. We are entitled to partial performance insofar as it is reasonable for the Client.

7. Passing of Risk

The Heat Treatment Goods shall be delivered by the Client at his own expense and risk to a place designated by us and collected there after completion. We shall only arrange for the goods to be returned at the Client's risk if this is expressly requested and agreed in writing, charging the Client for freight, cartage, packaging, transport insurance and other costs. The risk shall pass to the Client when the goods are handed over to the forwarding agent, the carrier, the railroad or the post office; this shall also apply if we undertake the delivery with our own fleet of vehicles. Furthermore, the risk shall pass to the Client in any case as soon as the Client is in default of acceptance.

8. Testing

- a) Before leaving our hardening shop, the Heat Treatment Good is inspected to the extent customary in the industry and, if necessary, according to the Client's specifications.
- b) Further inspections and analyses shall only be carried out on the basis of a special written agreement and against payment of the additional costs. Our outgoing inspection does not release the recipient from his obligation to carry out a receiving inspection. If there is no possibility of a receiving inspection at the Client's premises, we shall make our testing facilities available for the acceptance of the parts on site and without obligation, charging our cost price.
- c) In particular, the Client shall inspect the heat treatment goods immediately upon receipt, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, notify us thereof in writing without delay. If the Client fails to notify us in due time, the Heat Treatment Goods shall be deemed to have been approved, unless the defect was not recognizable during the inspection. Hidden defects must be notified to us in writing immediately after the defect has been detected, but no later than twelve (12) months after the passing of risk.

9. Warranty

- a) The warranty period is twelve (12) months from the passing of risk unless longer periods are mandatory by law.
- b) In the event of any complaint, we must be given the opportunity to inspect and re-treat the goods. For this purpose, the Client shall make the affected parts available to us at our place of operation. If we do not comply with our obligation to carry out subsequent treatment or do not do so in accordance with the contract within a reasonable period of time, the Client may, after the unsuccessful expiry of a period set in writing, reduce the agreed remuneration, withdraw from the contract, carry out the necessary subsequent treatment himself or demand reimbursement of the necessary expenses. The proof of a defect is the client's responsibility.
- c) To the extent permitted by law, the rights of the Client due to a defect shall be excluded in the following cases:
 - i. insofar as the parts subject to complaint have been processed or further processed by the Client or by third parties after the passing of risk and the defect is attributable to this,
 - ii. insofar as a defect is due to the fact that we have carried out processing in accordance with the Client's express specifications and this has not had the desired effect or does not meet the usual market standards (in particular, but not exclusively, defects after the agreed application of insulating agents against carburization or nitration),
 - iii. for the shrinkage and minor mixing that is customary in the industry and occurs to a reasonable extent in the hardening process of mass-produced articles and small parts, and
 - iv. during the execution of straightening work at the request of the Client for any defects that may arise in the process, in particular breakage.
- d) If the heat treatment does not lead to success for reasons for

which we are not responsible, e.g. because the Client has not complied with the requirements set out in Clause 5 or because the properties of the material used, the shape or the condition of the workpieces supplied made successful heat treatment impossible, but we did not know or should not have known this, the service shall nevertheless be deemed to have been rendered and the agreed remuneration shall be paid. Any necessary subsequent treatments shall be agreed separately between the parties and invoiced.

- e) The assignment of warranty claims to third parties is excluded.
- f) The agreements pursuant to Clauses 8 and 9 shall apply mutatis mutandis to re-treated parts.

10. Liability

- a) We shall be liable for damages, regardless of the legal grounds, including in the event of breach of contractual obligations or claims in tort, exclusively in the following cases:
 - i. intent;
 - ii. culpable injury to life, body or health;
 - iii. gross negligence; and/or
 - iv. in other cases, in the event of a breach of a material contractual obligation, i.e. an obligation the fulfillment of which is a prerequisite for the proper performance of the contract and on the fulfillment of which the Client regularly relies and may rely and/or the breach of which jeopardizes the purpose of the contract.
 - v. in accordance with the provisions of the German Product Liability Act (ProdHaftG),
 - vi. in accordance with the provisions of the General Data Protection Regulation (DSGVO); and
 - vii. to the extent of any warranty expressly assumed by us.
- b) For the rest, our liability is excluded.
- c) In the cases of Clauses 10.a) iii und iv our liability shall be limited to the typical and foreseeable damage.
- d) The exclusions or limitations of liability pursuant to Clauses 10. a) to c) shall also apply to the same extent to the actions of our legal representatives and vicarious agents. Furthermore, we shall not be liable for the grossly negligent breach of non-essential contractual obligations by simple, non-managerial vicarious agents.
- e) Furthermore, we are not liable for the non-fulfillment of our obligations if the non-fulfillment is due to force majeure. Force majeure is given if there is an external influence that is extraordinary and unavoidable, such as in cases of operational disruptions, riots, war, natural disasters, political turmoil, pandemics, official orders and other unavoidable events. As long as force majeure is given, the obligation to fulfill our duties is suspended. If we do not fulfill our obligations due to force majeure for a period of more than three months, either party may, without judicial intervention and without any obligation to pay damages, withdraw from the contract.

11. Property Rights

- a) The property rights and copyrights to illustrations, drawings, plans, functional descriptions and other documents provided to the Client within the scope of the contract or the contract initiation, even if they are included in offers, shall remain exclusively with us. This applies accordingly to any know-how relating to heat and surface treatment processes as well as recipes.
- b) We grant the Client the non-exclusive, worldwide and unlimited right to use the services rendered by us as well as illustrations, drawings, plans, functional descriptions and other documents provided to the Client within the scope of the contract or the contract initiation for the contractually stipulated use. The Client is not entitled to use these for purposes other than those provided for in the contract or to pass them on to third parties without our express written consent.

12. Jurisdiction and applicable Law

The place of performance and jurisdiction for all performances,

deliveries and payments is the location of our respective registered office. The contract is subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention.

Status: January 2025