General Terms and Conditions of Sale

of CGT Carbon GmbH, Asbach

Version: 01 November 2026

This English version is provided for convenience only. In case of any discrepancy, the German version shall prevail.

§ 1 Scope of Application

1. These General Terms and Conditions of Sale ("GTCS") apply to all our business relationships with our customers ("Customer" or "Buyer"). They apply exclusively to entrepreneurs (Section 14 German Civil Code (BGB)), legal entities under public law and special funds under public law within the meaning of Section 310 (1) BGB. Deviating purchasing terms of the Buyer shall not apply unless we expressly agree to their validity in writing. This requirement of consent shall apply even if we deliver goods to the Buyer without reservation in knowledge of the Buyer's terms.
2. These GTCS shall apply in their respective version as a framework agreement also to future contracts of the same kind with the same Buyer, without us having to refer to them again in each individual case.
3. Individual agreements with the Buyer (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GTCS. The content of such agreements shall be governed by the written contract or our written confirmation.

§ 2 Conclusion of Contract

1. Our offers are subject to change and non-binding. This also applies to catalogues, technical documentation, drawings, plans, calculations and other documents – including in electronic form – to which we reserve all proprietary and copyright rights.
2. The Buyer's order shall constitute a binding offer to enter into a contract pursuant to Section 145 BGB. Unless the order states otherwise, we may accept this offer within four weeks of receipt.
3. Acceptance may be declared in writing (e.g. by order confirmation), in text form or by delivery of the goods. Verbal side agreements require written confirmation to be effective.

§ 3 Documents Provided and Confidentiality

We retain all proprietary and copyright rights in all documents provided in connection with the placing of the order – including in electronic form (e.g. cost calculations, drawings, CAD data). Such documents, as well as all other technical and commercial information disclosed in the course of the business relationship, shall be treated as confidential. They may not be passed on to third parties or used for other purposes without our express written consent and shall be returned or deleted without undue delay upon non-acceptance of the offer as well as after termination of the contract. The confidentiality obligation shall continue after termination of the contract until the information has become generally known.

§ 4 Prices and Payment

1. Unless otherwise agreed in writing, our prices apply ex works CGT Carbon GmbH, Asbach, Germany (EXW Incoterms® 2020), plus statutory value added tax and packaging costs. In the case of dispatch sales, the Buyer shall bear the actual transport costs as well as any duties, fees, taxes and other public charges.
2. For orders with a value below EUR 250, we charge a minimum order surcharge of EUR 50.
3. Unless otherwise agreed, the purchase price shall be due for payment without deduction within 30 days of invoicing and delivery or acceptance of the goods. Upon expiry of this period, the Buyer shall be in default. During default, the purchase price shall bear interest at the applicable statutory default interest rate of 9 percentage points above the base rate per annum (Section 288 (2) BGB). The right to claim further damages caused by default remains reserved.
4. Discount is only granted if and to the extent that this has been expressly agreed in writing.
5. For orders with a delivery value exceeding EUR 1,000 as well as for all custom-made products and customer-specific products, we are entitled to demand an advance payment of 50% of the purchase price, due within 14 days of invoicing. In the event of withdrawal by the Buyer in the case of custom-made products, we are entitled to charge for expenses incurred up to that point as well as appropriate remuneration for services rendered.
6. Unless a fixed price has been agreed, we reserve the right to make reasonable price adjustments in the case of deliveries made more than three months after conclusion of the contract due to changes in labour, material or energy costs.

7. The Buyer shall only be entitled to set-off and retention rights if its claim has been finally established by a court or is undisputed, or arises from the same contractual relationship. In the event of defects in the delivery, the Buyer's counter-rights pursuant to § 8 of these GTCS remain unaffected.
8. We are entitled to check the Buyer's creditworthiness and to obtain information from commercial credit agencies (e.g. Creditreform, Bürgel, Atradius or Coface) for this purpose, and to transmit the Buyer's data required for this purpose to such agencies. If, after conclusion of the contract, it becomes apparent that our claim to the purchase price is endangered by the Buyer's lack of ability to perform (e.g. by an application for the opening of insolvency proceedings), we shall be entitled to refuse performance under the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (Section 321 BGB). In the case of custom-made products, we may declare withdrawal immediately.

§ 5 Delivery Time and Default

1. The delivery period shall be agreed individually or specified by us when accepting the order. If no delivery period has been agreed, the delivery period shall be approximately 8–12 weeks from order confirmation. The delivery period shall only commence upon complete clarification of all order details and timely fulfilment of the Buyer's obligations to cooperate.
2. Subsequent change requests by the Buyer shall extend the delivery time by a reasonable period and entitle us to adjust the price in accordance with the additional expenses incurred.
3. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (in particular failure of timely self-supply by our suppliers despite congruent hedging transactions), we shall inform the Buyer without undue delay and at the same time advise of the expected new delivery date. If performance is not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall reimburse any consideration already provided by the Buyer without undue delay. Cases of force majeure are governed by § 14 of these GTCS.
4. The occurrence of our default in delivery shall be determined in accordance with the statutory provisions; in any case, a written reminder by the Buyer is required. The Buyer's statutory rights in case of delivery default remain unaffected.
5. If the Buyer delays acceptance or breaches other duties to cooperate, we shall be entitled to claim compensation for any additional expenses incurred. The risk of accidental loss or deterioration of the goods shall pass to the Buyer at the time the Buyer's delay in acceptance commences. In addition, we shall charge the Buyer a flat-rate storage and provisioning compensation of EUR 150 per calendar day, beginning with the agreed delivery date or with the notification of readiness for dispatch. The Buyer remains entitled to prove that no damage or only substantially less damage has been incurred.
6. Partial deliveries are permitted insofar as they are reasonable for the Buyer.

§ 6 Passing of Risk on Dispatch

Delivery is made ex our works/warehouse, which also constitutes the place of performance for delivery and any subsequent performance. In the case of dispatch sales, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the Buyer upon delivery to the carrier, freight forwarder or other person entrusted with the dispatch – irrespective of who bears the freight costs. Unless other Incoterms have been agreed, deliveries shall be made FCA (Incoterms® 2020) ex our works. If acceptance has been agreed, this shall be decisive for the passing of risk. The Buyer's delay in acceptance shall be equivalent to handover.

§ 7 Retention of Title

1. We retain title to the delivered goods ("reserved goods") until full payment of all current and future claims arising from the purchase contract and the ongoing business relationship (current account retention of title / Kontokorrentvorbehalt). The retention of title thereby secures all outstanding claims from the ongoing business relationship until the balance has been settled, even if individual deliveries have already been paid for. We are entitled to take back the reserved goods in the event of breach of contract by the Buyer – in particular default of payment; the demand for return does not constitute a declaration of withdrawal from the contract.
2. The reserved goods may not be pledged or assigned as security to third parties before full payment of the secured claims. The Buyer shall notify us in writing without undue delay if an application for the opening of insolvency proceedings is filed or if third parties access the reserved goods (e.g. attachments). The Buyer shall handle the reserved goods with care and shall, at its own expense, insure them adequately at replacement value against theft, fire and water damage.
3. The Buyer is authorized, until revocation, to resell and/or process the reserved goods in the ordinary course of business. The Buyer hereby assigns to us by way of security the claims arising against third parties from the resale, in full or in the amount of our co-ownership share; we hereby accept this

assignment. The Buyer remains authorized to collect the claim as long as it meets its payment obligations and no insolvency proceedings have been opened or applied for.

4. In the case of processing, combination or mixing of the reserved goods with other items, we acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the value of the other materials used at the time of processing.
5. We undertake to release securities at the Buyer's request to the extent that their realizable value exceeds our secured claims by more than 10%.

§ 8 Warranty and Notice of Defects

1. The Buyer's rights in the event of material defects and defects of title shall be governed by the statutory provisions, unless otherwise stipulated below. Claims arising from supplier recourse pursuant to Sections 478 and 445a BGB are excluded if the defective goods have been further processed by the Buyer or another entrepreneur.
2. Warranty rights presuppose that the Buyer has duly fulfilled its statutory inspection and notification obligations under Section 377 of the German Commercial Code (HGB) — i.e. the obligation to inspect the goods upon delivery and to notify any defects to us without undue delay. Upon delivery, an initial visual and quantity inspection must be carried out without undue delay. Obvious defects as well as incorrect or short deliveries must be notified in writing without undue delay, at the latest within five working days of delivery; non-obvious defects within the same period from discovery. If the Buyer fails to notify defects in due time, our liability for the defect not properly notified is excluded under the statutory provisions.
3. Notices of defects shall be addressed to our quality department at quality@cgt-carbon.de and must include the Buyer's purchase order number, our delivery note number and the delivery date, as well as a description of the defect including photographs.
4. If the delivered item is defective, we may, at our discretion, either rectify the defect or deliver a defect-free item (subsequent performance). The right to refuse subsequent performance under the statutory conditions remains unaffected. We are entitled to make subsequent performance dependent on payment of the due purchase price; however, the Buyer may retain a portion of the purchase price reasonable in relation to the defect.
5. The Buyer shall give us the necessary time and opportunity to perform subsequent performance and shall make the goods complained of available for inspection. Prior to any return of the goods, our consent must be obtained. In the case of replacement delivery, the Buyer shall return the defective item in accordance with the statutory provisions.
6. In urgent cases (e.g. risk to operational safety or to avert disproportionate damage), the Buyer is entitled to remedy the defect itself and to demand reimbursement of the expenses objectively necessary for this purpose. The Buyer shall inform us of such self-remedy without undue delay and, if possible, in advance. The right of self-remedy does not exist if we would be entitled to refuse subsequent performance under the statutory provisions.
7. If subsequent performance has failed twice or if a reasonable deadline set by the Buyer for subsequent performance has expired without success, the Buyer may withdraw from the contract or reduce the purchase price. There is no right of withdrawal in the case of an insignificant defect.
8. Claims for defects shall not exist in the case of insignificant deviations from the agreed quality, natural wear and tear, improper handling or interventions by the Buyer or third parties. Additional expenses for subsequent performance resulting from the goods being subsequently moved to a place other than the Buyer's place of business shall be borne by the Buyer, unless such relocation corresponds to the intended use of the goods.
9. If a notice of defect proves to be unjustified, the Buyer shall bear all inspection, transport and handling costs. We shall charge a flat handling fee of at least EUR 250 for this; the Buyer remains entitled to prove that no expenses or substantially lower expenses have been incurred.
10. The limitation period for claims based on defects shall be 12 months from delivery; in the case of agreed acceptance, from acceptance. The statutory limitation period shall apply to claims for damages based on intent, gross negligence or injury to life, body or health; the same shall apply to claims under the German Product Liability Act (Produkthaftungsgesetz).

§ 9 Liability

1. We have unlimited liability for damages arising from injury to life, body or health, for intentional or grossly negligent breaches of duty, for defects that were fraudulently concealed and for breaches of any guarantee we have assumed as to the quality of the goods. Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.
2. In the case of slightly negligent breach of essential contractual obligations (so-called cardinal obligations), our liability is limited to the foreseeable damage typical for the contract, but in any event to a maximum of three times the net value of the individual order concerned. Essential contractual obligations are those

whose fulfilment makes the proper performance of the contract possible in the first place and on the observance of which the Buyer regularly relies and may rely. Any further liability risks must be agreed individually in writing.

3. For deliveries to the USA or Canada, or to Buyers domiciled in those countries, an additional liability cap applies in the amount of the delivered order value. Any further liability risks must be individually agreed and covered by insurance prior to delivery; failing which, we shall be entitled to refuse delivery to those countries.
4. In all other respects, liability for slight negligence is excluded. The limitations of liability under these GTCS also apply in favour of our employees, legal representatives and vicarious agents.

§ 10 International Deliveries and Export Control

1. For deliveries abroad, the agreed Incoterms® 2020 apply in addition to these GTCS. Unless expressly agreed otherwise, deliveries shall be made FCA (Incoterms® 2020) ex our works. The costs of export clearance (in particular customs declaration, export documents and fees) shall be borne by the Buyer; we shall charge a handling flat rate in accordance with our applicable price list or, alternatively, the costs actually incurred. Customs duties, import charges and other charges incurred in the country of destination shall be borne by the Buyer.
2. Many of our products (in particular carbon and graphite products) may be subject to national and international export control regulations. Resulting delivery delays or impediments shall not be at our expense and shall not give rise to any obligation to pay damages. If a required authorization cannot be granted or if there is an official delivery prohibition, we shall be entitled to withdraw from the contract without notice.
3. The Buyer undertakes, in the event of resale, transfer or use of our goods and technologies, to strictly comply with all applicable provisions of national and international export control law – in particular the EU Dual-Use Regulation (Regulation (EU) 2021/821), the German Foreign Trade Act (AWG) and the Foreign Trade Ordinance (AWV), US EAR/ITAR regulations as well as applicable sanctions regimes of the EU, the US and the UN.
4. The Buyer warrants that neither it nor its end user is listed on any EU, UN or US sanctions list and that the ordered products are not intended for military end use, nuclear applications or weapons of mass destruction. The Buyer shall notify us without undue delay of any changes to these circumstances.
5. The Buyer is obliged to provide us, upon request, with all information required for export control review without undue delay, in particular the intended end use, the end user and the country of destination of the goods. We are entitled to suspend deliveries until such information is available.
6. Insofar as we qualify as exporter under applicable foreign trade law, we shall carry out the export declaration ourselves. The engagement of third parties to act on our behalf in export clearance requires our express written consent.
7. The Buyer shall take all necessary organizational measures to ensure security in the supply chain (object protection, information security, personnel reliability, packaging and transport security) in accordance with the requirements of internationally recognized standards (e.g. AEO, C-TPAT based on the WCO SAFE Framework) and shall require any subcontractors to comply with equivalent standards.
8. The Buyer shall indemnify and hold us harmless from and against all damages, fines, procedural costs and other disadvantages incurred by us as a result of a breach of the above export control and foreign trade law obligations by the Buyer.
9. For intra-Community supplies within the EU, the reverse charge procedure shall apply, provided that the Buyer provides a valid VAT identification number. The Buyer is obliged to provide us, without undue delay after receipt of the delivery, with a confirmation of arrival or equivalent proof pursuant to Section 17a of the German VAT Implementation Ordinance (UStDV), fully completed and signed. In case of non-compliance, we are entitled to subsequently invoice the German VAT; such invoice shall not entitle the Buyer to deduct input tax.

§ 11 Tools, Moulds and Fixtures

1. Tools, moulds and fixtures for customer-specific products shall remain our property even if the Buyer bears a share of the costs. This also applies where the Buyer has fully assumed the costs of the tools, moulds and fixtures, unless expressly agreed otherwise in writing.
2. We are obliged to store the tools, moulds and fixtures for three years after the last delivery to the Buyer. After this period has expired, we are entitled to scrap or otherwise dispose of the tools. We shall inform the Buyer in writing six weeks prior to the planned scrapping and shall give the Buyer the opportunity to take over the tools against reimbursement of the then-current storage costs.
3. Maintenance and repair of the tools shall be carried out by us at the Buyer’s expense. Natural wear and tear shall be borne by the Buyer.

§ 12 Data Protection

1. We process personal data of the Buyer (in particular contact details of contact persons) for the purpose of contract performance on the basis of Article 6 (1) (b) GDPR. Further information on data processing can be found in our privacy policy at www.cgt-carbon.de/datenschutz.
2. To the extent that contract performance involves data processing on behalf of the Buyer pursuant to Article 28 GDPR, the parties shall conclude a separate data processing agreement.
3. The Buyer is obliged to inform its employees and other data subjects about the transfer of their data to us, where necessary.

§ 13 Sustainability and Compliance

1. We undertake to comply with the applicable environmental, social and occupational safety standards in the manufacture and delivery of our products and expect the same from our contractual partners.
2. Insofar as the Buyer is directly or indirectly subject to the requirements of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, "LkSG") or comparable domestic or foreign regulations, the Buyer shall inform us accordingly. We shall support the Buyer to a reasonable extent in fulfilling its due diligence obligations and shall endeavour to comply with fundamental human rights and environmental standards within our area of responsibility. A direct obligation on our part under the LkSG does not currently exist.
3. We strive to minimize packaging materials and to use recyclable materials. The Buyer is obliged to dispose of or return packaging in accordance with the applicable packaging regulations (German Packaging Act – VerpackG).

§ 14 Force Majeure

1. Force majeure as well as other unforeseeable and extraordinary events for which we are not responsible – in particular war, terrorism, natural disasters, pandemics, epidemics, governmental measures, sanctions, embargoes, cyber attacks, labour disputes, traffic disruptions, energy or raw material shortages – shall release us from our obligation to deliver for the duration of the disruption plus a reasonable restart period.
2. In cases of force majeure, we shall not be liable for damages or any other compensation. We shall inform the Buyer without undue delay of the occurrence and the expected duration of the event.
3. If the disruption lasts longer than three months, both parties shall be entitled to withdraw from the contract in whole or in part with regard to the part not yet performed.

§ 15 Final Provisions

1. These GTCS and the contractual relationship between us and the Buyer shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of German private international law. The latest version of the Incoterms® shall apply to the interpretation of delivery clauses.
2. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be our place of business. We are, however, also entitled to bring legal action against the Buyer at its general place of jurisdiction or at the place of performance of the delivery obligation. Mandatory statutory provisions on exclusive jurisdiction remain unaffected.
3. Should individual provisions of these GTCS be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.
4. Legally relevant declarations and notifications by the Buyer relating to the contract (e.g. notification of defects, setting of deadlines, withdrawal or reduction) must be made in writing, i.e. in written or text form (letter, e-mail, fax). Statutory formal requirements remain unaffected.
5. These GTCS were originally drafted in German. This English version is provided for the convenience of foreign Buyers as a non-binding service. In the event of any discrepancy or dispute regarding interpretation, the German version shall always prevail.