

GENERAL DSD PURCHASE CONDITIONS

Version of February 2024

1.0 General

We place orders by way of taking these General Order Terms and Conditions as a basis. You have taken note of these and recognise these by way of waiving contradictory terms and conditions of sale and delivery. However, the special conditions, as they are set out in the order letter, agreed depending on the type of deliveries/services shall have priority. Own terms and conditions of sale and delivery to the contrary shall not apply, including if reference is made to them in the offer or other written documents. This also applies if we do not expressly reject your contrary terms and conditions. Other conditions shall only have binding force if they are recognised in writing by us. In such cases, our aforementioned conditions shall apply on a supplementary basis.

2.0 Offers

Offers shall be prepared for us free of charge and shall not have binding force. The offers are to be directed to the address stated in the enquiry in good time.

3.0 Order

3.1 The agreed prices are fixed prices. The prices cover ancillary performance, including the cost of packaging, freight and transport to the address for shipment or point of use.

3.2 Only orders placed in writing shall have binding force for us. Subsequent amendments to and/or additional agreements, including rescinding or amending the written form requirement are subject to the written form in order to be deemed valid. The terms and conditions set out in the order also apply to addenda and additional orders.

3.3 Orders shall only be valid if they are signed by two persons, authorised to represent, in their own hand.

3.4 If an order is placed by telephone in advance, you undertake upon receipt of the written order to immediately conduct a review your and our details to date and inform us immediately of any variations. In the event of a link between the parties characterised by a framework agreement, our written order shall be deemed accepted if it is not opposed in writing within 3 workdays following receipt and we have expressly drawn your attention to this in the order.

3.5 You undertake to personally execute the order assigned to you. Forwarding is only permitted following our written consent.

3.6 All written correspondence associated with the order is to be directed to the address stated at the top of the order letter and must contain all the details required for the processing (order no. and data, project no. and item no.).

4.0 Shipping requirements

4.1 In the absence of agreements to the contrary, notification of shipping is to be provided three workdays in advance.

We are to provide notification of the implemented shipping by way of sending a delivery note. It must contain the following details:

- Order no. and date, project no. and item no.,
- Type, quantity, net and gross weight of the goods,
- The address for shipment stated in the order,
- Shipping date as well as
- Details that we have additionally requested in the order.

The original delivery note and a copy are to be included with the goods.

4.2 We refuse to assume responsibility for payment delays that may be caused by failure to meet these requirements. Additional costs that may be caused by failure to meet these requirements shall be borne by you. Partial deliveries shall be subject to our prior approval, and are to be marked as such.

4.3 If freight costs are to be borne by us as per agreement, you undertake to select the most cost-effective shipping mode unless we have expressly requested a certain shipping mode. Additional costs arising as a result of an unfavourable selection of an expensive type of transport shall be borne by you.

4.4 In the absence of agreements to the contrary, deliveries shall be made in accordance with h DDP (Incoterms 2010) for unloading at the construction site or at another place of destination stated in the order.

4.5 You undertake to take back transport packaging at your own cost.

5.0 Provision of materials

If we provide materials or documents, these may only be used for us as per agreement. All provided materials shall remain our property. They are to be separately stored and marked as our property. Where applicable, you undertake to inform third parties of our property. You shall be responsible for the risk of the accidental loss of our provided materials. You undertake to take out a corresponding insurance policy with appropriate cover. If the material or other provided materials are processed or finished, linked or mixed, you assign to us at this point in time potential ownership and co-ownership rights, which we accept at this point in time. Following the end of the contract, copies are to be surrendered or, at our request, destroyed.

6.0 Payment

6.1 The invoice is to be submitted following delivery and is to contain details of the order no. and project no. and all appertaining documents and vouchers as single copies. The invoice is to be drawn up in a verifiable and proper manner, and in the absence of additional conditions in the contract, is to contain at least the compulsory details set out in Section 14(4), UStG (German Turnover Tax Act), in particular the turnover tax is to be stated separately.

6.2 Payment shall be made following the rendering of services/provision of deliveries in full at our discretion less a 3% trade discount within 14 days or without any deductions within 30 days, in each case from receipt of a proper, verifiable, invoice including all appertaining papers and vouchers as per agreement (such as documentation, time sheet etc.).

6.3 We reserve the right to make payments via transfer. The day on which payment is made or the amount is credited to your account shall be authoritative for payment in good time.

6.4 Assigning claims against us is excluded. Exceptions shall be subject to special, written, agreements.

6.5 You provide us with an assurance such that the delivery is neither subject to an extended reservation of title nor other third party rights.

6.6 A final invoice containing all currently outstanding receivables is to be drawn up for all orders. The unreserved acceptance of the final payment shall exclude subsequent claims if you do not state a reservation within 28 days following receipt of notification of the final payment. Such a reservation shall become no longer applicable if you present a verifiable invoice for the reserved receivables within an additional period of 28 days, or if that is not possible you comprehensively justify the reservation. This takes for granted that you have been properly informed of the effect of the exclusion.

6.7 You consent to us setting off our claims against your claims in any case, based on whichever legal grounds, including if the counter-claims fall due on different dates. Claims regarding intentional unlawful acts are excluded.

6.8 You consent to us setting off our claims against any claims to which you are entitled, based on whichever legal grounds, against companies that maintain close ties with us insofar as these have consented to setting off. Companies that maintain close ties with us within the meaning of these conditions are:

- DSD Hilgers Stahlbau GmbH, Rheinbrohl
- DSD Industrieanlagen Technik GmbH, Eisenhüttenstadt
- DSD Industrie Rohrtechnik GmbH, Delitzsch
- DSD Montagetechnik GmbH, Saarlouis
- DSD NOELL GmbH, Würzburg
- DSD Nordseewerke Holding GmbH, Saarlouis
- DSD Steel Group GmbH, Saarlouis
- DSD Solarvent GmbH, Saarlouis
- Ferrostaal Maintenance Eisenhüttenstadt GmbH, Eisenhüttenstadt
- DSD Coating GmbH, Würzburg
- DSD Industriemontagen GmbH, Delitzsch
- DSD Automation GmbH, Trier
- DSD Brückenbau GmbH, Berlin
- DFA Industriemontage GmbH, Meerane
- IMB Industrie Montage GmbH, Eisenhüttenstadt
- GEM Elektromontagen Graber GmbH, Dillingen
- Setilgest SA, Lissabon, Portugal

7.0 Dates, default in delivery, force majeure

7.1 The agreed dates have binding force. Receipt of the goods by us at the place of receipt or use is authoritative for complying with the delivery date or delivery period or the timely notification for commissioning or willingness to accept.

7.2 If you realise that an agreed deadline cannot be met for whatsoever reason, you must inform us without delay in writing, stating the reasons and the duration of the expected delay.

7.3 You undertake to compensate us for all direct and indirect damages caused by a delay. Acceptance of delayed deliveries/services shall not constitute a waiver of claims for compensation. If you default in meeting the binding overall completion or delivery date, you shall be required pay a contractual penalty in the sum of 0.2% of the gross invoice amount for each calendar day of the delay, but not more than 5% of the total gross invoice amount. If interim deadlines have been agreed upon with binding force and you are in default of compliance with one or more contractual intermediate deadlines, you shall be required to pay a contractual penalty in the sum of 0.1% of the gross invoice amount for each calendar day of default, which is attributable to the part of the service required on the relevant intermediate deadline, up to a maximum of 5% of the gross invoice amount. If you default in meeting several binding interim deadlines and/or in meeting the overall completion date, the value of the services of other interim deadlines/the overall completion date shall not be cumulative. This claim shall subsequently expire if you comply with the overall completion deadline/total delivery deadline and third parties involved in the project are not hindered by the failure to comply with the interim deadlines that have been exceeded or such parties have no final claims against us based on this despite the hindrance. If such claims are asserted against us because of the hindrance, we shall be entitled to withhold the contractual penalty potentially forfeited against them from the remuneration/purchase price until clarification with the third party unless you demonstrate to us conclusively in advance that the third party is not entitled to the asserted claims. You are entitled to replace the retention with a security.

- 7.4 Force majeure shall release us in full or in part from the obligation to accept the ordered deliveries/services. We shall be entitled to withdraw from the contract in the event that the case of force majeure applies during such a long period that we can no longer use the deliveries/services from an economic point of view.
- 7.5 In the case of deliveries made earlier than agreed, we reserve the right to return the goods at your cost. If the goods are not returned in the event of premature delivery, they shall be stored by us at your cost and risk until the delivery date provided no economic utilisation of the delivery item is possible at the time of premature delivery. In the event of premature delivery, we reserve the right to perform the inspection in accordance with sub-section 8.3 and effect payment only on the agreed due date.

8.0 Rendering of services, liability for defects

- 8.1 You guarantee and warrant that all items you deliver and all services you render reflect the latest scientific and technological developments as well as the relevant legal provisions and the qualities specified in our order, and give rise to the best possible result. You shall be required to contact us in any case if the quality specifications resulting from the order or from the enclosed drawings are unclear, or if it is not possible to deliver the material qualities requested by us by the agreed delivery dates. If you have reservations about the type of execution requested by us, you are to inform us without delay in writing.
- 8.2 In the event of deliveries based on drawings, the dimensions entered on such drawings must be reviewed by you before the start of production. If you do not perform such a review of the drawings, do not in full, in good time or in accordance with the contract, or perform it incorrectly, dimensional errors contained in the drawings which result in changes to the production that has commenced shall not justify subsequent claims of any kind. The exclusion of additional claims is limited to obvious dimensional errors.
- 8.3 We shall visually inspect your deliveries/services for obvious defects without delay, but at the latest within 8 working days of delivery at the place of performance subject to the provision in sub-section 7.5. The complaint shall be deemed to have been made in good time if it is made by letter, fax or e-mail within an additional period 14 days following identification. If the place of delivery differs from the place of use, this shall only apply if the goods are transported to the place of use in their original packaging. However, further-reaching inspections may only be performed at a later date. In this respect, you waive the defence of Sections 377, 381(2), HGB (German Commercial Code).
- 8.4 Acceptance of work does not constitute acceptance in the legal sense. Formal acceptance must, at all times, be performed in the case of contractual services. Accepting partial services is excluded. This similarly applies tacit acceptance and acceptance by putting into use.
- 8.5 Faults in the deliveries/services for which notification is provided during the warranty period or the limitation period for claims for defects, which also include the non-achievement of guaranteed data, are to be rectified by you without delay and free of charge upon request at our discretion either by way of repair or by replacement of the faulty parts/new delivery. In that respect, you shall bear all ancillary costs, including the costs incurred for determining faults (such as costs of US tests, X-rays, expert costs, additional factory or construction site visits, etc.) as well as the cost of installation and removal, transport, travel, labour and material. Improvement shall be deemed to have failed following the first unsuccessful attempt. We shall also be entitled to withdraw from the contract even if insignificant defects in the delivery/service lead to a loss of performance of the overall system. This does not affect further-reaching statutory claims.
- 8.6 If you culpably fail to honour your warranty obligation or your obligations in the event of faults within a reasonable period of time set by us, we may adopt the necessary measures ourselves or arrange to have them adopted by third parties at your cost and risk, notwithstanding your warranty obligation or your obligations in the event of faults. You undertake to make an advance payment for the necessary costs at our request. In urgent cases, we are entitled to set you a deadline of 24 hours within which you undertake to inform us whether or not, and how, you shall perform subsequent improvements. If the deadline expires in vain and in the case of minor faults, we may - in honouring our duty to minimise damage - rectify the defects ourselves without prior consultation and charge you for the costs incurred, without this affecting your warranty obligation or your obligation in the event of defects. The same applies in the event of a risk of imminent danger.
- 8.7 In the absence of agreements to the contrary, the statutory limitation periods for claims for defects shall apply. If the faults are not only insignificant, the aforementioned limitation period shall start afresh for this service following acceptance of the fault rectification services.
- 8.8 You are to implement quality assurance measures, in line with the latest technological developments, which are suitable in terms of type and scope, and on request shall furnish proof in that respect. You shall enter into a corresponding quality assurance agreement with us provided we consider such action necessary. In addition, you shall take out insurance cover against all risks arising from product liability to an appropriate amount and submit the insurance policy to us on request. Furthermore, we are entitled, at any time during the term of the contract, to carry out or have carried out a quality control at your premises and those of the subcontractors commissioned by you following our prior written authorisation. However, the quality control does not release you in any way from your contractual obligations. We do not assume any additional responsibility. You shall bear the material costs of the quality control, while the personnel costs shall be borne by us. However, this shall not apply if significant complaints make it necessary to repeat the quality control. In such a case, all personnel costs, including the necessary expenses, shall also be borne by you.
- 8.9 You assign to us at this point in time on account of performance all claims against your subcontractors/suppliers in conjunction with the rendering of faulty services or delivery of faulty goods for or on the occasion of our order. At our request, you shall hand over to us all documents necessary for us to exercise our rights resulting from this assignment.

9.0 Liability

- 9.1 You shall be liable for all damage and consequential damage which you, your employees or your vicarious agents, irrespective of whether or not they are integrated in our company during the work, culpably cause us, our employees or a third party and for all damage and consequential damage culpably caused to us, our employees or third parties by the deliveries/services rendered by you, your employees or your vicarious agents. In the event that we are held liable for such damage, you shall render us exempt from any claims and costs arising from this. You shall render us exempt from all third-party claims resulting from product liability insofar as you are responsible for the circumstances giving rise to the liability. Your attention is drawn to the fact that in the event of violation of contractual obligations or contractual deadlines, there is a risk of unusually high damages, which may considerably exceed the order value.
- 9.2 You undertake to treat in confidence any commercial and technical information which is not in the public domain and of which you become aware as the result of the business relationship, and not to make this available to any third party. You are to place your subcontractors under obligation accordingly: The obligation to maintain secrecy applies accordingly.
- 9.3 **Obligation to comply with the German Minimum Wages Act**
You undertake not to circumvent the statutory minimum wage regulations and pay your employees at least the statutory minimum wage in accordance with Section 1 MiLoG - currently €12.41 per hour unless a different remuneration is required in accordance with the applicable collective wage agreements or employment contracts. In addition, you undertake to impose the same obligations on the subcontractors you commission and to ensure that your subcontractors and their subcontractors comply with the provisions of the MiLoG (German Minimum Wage Act) and the obligations to provide evidence as part of the contract design. We are entitled to request up-to-date proof (time sheets, anonymised pay slips and personnel lists) from you and the subcontractors you use at any time. In the event of violation by you or your subcontractors of the obligation to pay the minimum wage and/or other provisions of MiLoG or the obligations to provide evidence under No. 2, we shall be entitled to terminate the contract with you without notice and to have the part of the service not yet performed carried out by a third party at your cost. You undertake to render us exempt in full from any claims by third parties or your employees or your subcontractors for breach of the provisions of No. 1 or MiLoG. We are entitled to exercise a retention right against claims due from you in the amount in which we must assume on the basis of sufficient facts that claims shall be asserted against us for non-payment of the minimum wage to your employees or the employees of your subcontractors. This right of retention shall not apply if and insofar as you have provided us with a directly enforceable unlimited guarantee which secures our claims in the event of non-payment of the minimum wage or breach of the provisions of MiLoG by you or your subcontractors (if applicable, also in addition to other claims for executing the contract, e.g. as part of a contract performance guarantee).

10.0 Termination right

We shall be entitled to terminate the agreement without notice in the following cases:

- Discontinuation of your payments;
- Application for the institution of insolvency proceedings;
- Institution of insolvency proceedings or rejection due to a lack of funds;
- Voluntary liquidation;
- Violation of key contractual obligations (key contractual obligations are obligations the honouring of which is required to ensure proper execution of the contract and in the compliance with which a contracting party may regularly trust) including the forwarding of services without our consent and/or repeated violation of contractual obligations.

Termination shall occur following expiry in vain of a period set for rectification unless the consideration of both parties' interests justifies the immediate termination.

Termination shall occur within a reasonable period once we have become aware of the reason for the termination.

11.0 Miscellaneous

- 11.1 The language of the contract and the entire appertaining written correspondence is German if something to the contrary is not expressly agreed upon.
- 11.2 You shall reimburse the cost of the securities made available by us without proof in the sum of 1%. We may furnish proof of higher costs in an individual case.
- 11.3 If machines or system parts are constructed in particular for us, you are to make the appertaining drawings available free of charge. Therefore, we shall have the right to use these drawings to manufacture spare parts, make amendments and the like, including use by third parties we commission.
- 11.4 Any kind of publications about the order, your delivery/service and the project that are intended for you, including stating us as a reference customer, shall be subject to our prior, written, approval.
- 11.5 The place at which your deliveries/services are used by us is deemed the place of service and performance. Insofar as such a place is not stated in our order, this shall be the address for shipment. In all other cases, Saarouis is deemed the place of service and performance.
- 11.6 Saarouis is agreed upon as the exclusive place of jurisdiction in commercial business transactions.
- 11.7 The law of the Federal Republic of Germany applies by way of exclusion of the "United Nations Convention on the International Sale of Goods dated 11.04.1980" (UN Sales Law).
- 11.8 In the event that one of the provisions of these general order conditions is invalid, this shall not affect the validity of the other provisions. The parties undertake to adopt a permitted regulation that comes closest in terms of content to the invalid part.

12.0 Responsibility for people and the environment.

12.1 The Seller undertakes in dealings with us to ensure that none of the following acts are committed, facts are fulfilled or measures are adopted or omissions are made at its company (including companies its controls, i.e. those that are directly or indirectly controlled by the Seller, whereby control exists in at least 50% of the shares or voting rights):

- a) Employment of a child under the age at which compulsory education ends under the law of the place of employment, provided that in no case shall the age of employment be less than 15 years;
- b) Child labour of children under the age of 18 in the form of
 - aa) Slavery, practices similar to slavery or compulsory labour,
 - bb) Engaging in, procuring or offering to engage in prostitution, pornography or pornographic acts,
 - cc) Engaging in, procuring or offering to engage in illicit activities, particularly those involving drugs,
 - dd) Work which is harmful to the health, safety or morals of children;
- c) Forced labour;
- d) Slavery, slavery-like practices, servitude or other forms of domination or oppression in the workplace environment;
- e) Failure to comply with health and safety obligations under the law of the place of employment;
- f) Employees may freely form or join trade unions,
 - bb) The formation, joining and membership of a trade union shall not be used as a reason for unjustified discrimination or retaliation; and
 - cc) Trade unions are free to operate;
- g) Unequal treatment in employment, unless it is justified by the requirements of the employment;
- h) Withholding a fair wage, which shall be deemed to be at least the minimum wage established by the applicable law or otherwise the fair wage under the law of the place of employment;
- i) Causing harmful soil change, water pollution, air pollution, harmful noise emission or excessive water consumption, where such causing affects the basis of food production, denies access to potable water or impedes or destroys access to sanitary facilities, or harms the health of any person;
- j) Unlawful eviction and unlawful taking of land, forests and waters, the use of which secures the livelihood of a person;
- k) Engaging or using private or public security forces if, in the course of their use, the prohibition of torture and cruel, inhuman or degrading treatment is violated, life or limb is harmed, or freedom of association and freedom to form a coalition are impaired;
- l) Other particularly serious violations of generally recognised human rights or environmental rights;
- m) Production of mercury-added products;
- n) Use of mercury and mercury compounds in manufacturing processes;
- o) Use of non-environmentally sound disposal methods for mercury waste (permitted methods in "Technical guidelines for the environmentally sound management of wastes consisting of elemental mercury and wastes containing or contaminated of elemental mercury" - <http://www.basel.int/Implementation/TechnicalMatters/DevelopmentofTechnicalGuidelines/TechnicalGuidelines/tabid/8025/Default.aspx>);
- p) Production and use of chemicals contrary to the Stockholm Convention on Persistent Organic Pollutants of 23. May 2001 (POP Convention), as stated in the respective, valid, version (you can find a list of these chemicals via the following link: <http://www.pops.int/TheConvention/ThePOPs/AllPOPs/tabid/2509/Default.aspx>);
- q) Failure to handle, collect, store and dispose of waste in an environmentally sound manner in accordance with the Stockholm Convention of 23 May 2001 on persistent organic pollutants (POPs Convention), as stated in the respective, valid, version;
- r) Export and import of waste in contravention of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22. March 1989 as stated in the respective, valid, version.

12.2 The Seller shall endeavour to carefully select and monitor its direct suppliers and, in turn, ensure in its supply chain that none of the acts, facts or actions listed in sub-section 12.1 are taken or omitted. If the Seller is unable to specify this in an agreement, the Seller must otherwise satisfy itself of the immediate compliance with these expectations by the direct supplier. The Seller shall endeavour to provide for appropriate sanctions in agreements with direct suppliers in the event of a breach. In the event of indications of a breach of human rights or environmental obligations by a direct supplier of the Seller, the Seller shall initiate appropriate remedial action with a view to ending the breach. We shall support the Seller appropriately support in this respect.

12.3 The Seller shall cooperate with the us in all matters relating to compliance with the obligations under sub-sections 12.1 and 12.2 ("Duty of Cooperation"). We are entitled to satisfy ourselves of the Seller's compliance with the due diligence obligations agreed under sub-sections 12.1 and 12.2. To that end, the parties shall regularly exchange information and analyse the effectiveness of the precautions taken and, if necessary, decide on and implement improvements or a plan to end or minimise the breach. We are entitled, without being under obligation to pay any damages or other compensation, to suspend the business relationship until the violation has been rectified. The duty to cooperate does not release the Seller from its obligation to take all necessary steps and precautions at its own responsibility to honour the obligations resulting from sub-sections 12.1 and 12.2 at all times and reliably.

Prior to and in addition to all other provisions in the contract, we shall have a special right of termination for good cause, without being under obligation to pay any damages or other compensation in the event that this special right of termination is exercised, if

- The Seller seriously or continually breaches an obligation under sub-section 1 or 2 or tolerates such a serious or continuous breach, or
- the Seller enables, promotes or tolerates a serious breach of one of the legal interests protected by sub-sections 12.1 and 12.2 by an abuse of rights or by circumventing the obligations regulated in sub-sections 12.1 and 12.2, or
- We are in possession of information which gives rise to the urgent suspicion that there has been a breach of duty in accordance with the above sub-sections

and the Seller fails to remedy the situation in an appropriate manner despite a complaint and the setting of a reasonable deadline by the us and fails to adopt suitable measures at the same time to ensure that the obligations in accordance with sub-sections 12.1 and 12.2 are honoured in the future.

The Seller shall render us exempt from all claims made against the us by alleged victims of human rights or environmental violations and by non-governmental organisations or other claimants, if and to the extent that such claim is based on a breach of obligations under sub-section 1 or 2 committed or accepted by the Seller. Any contributory negligence on our part shall be adequately considered. The parties shall agree in confidence on the defence or settlement and suitable measures as well as the communication concept.

The Seller is aware that we must provide the authorities and the public with information on the measures adopted to ensure a secure supply chain. Upon request, the Seller shall support us in this context by providing the necessary details and information free of charge. The parties shall consult each other in confidence as required and in matters of public relations.

12.4 Sanctions

a) Neither the Seller, nor its subsidiaries, nor the bodies of the aforementioned themselves violate or are involved in the violation of formal or material sanction laws of the European Union and/or the United States of America and/or the United Nations and/or other authorised sanctioning authorities.

b) The Seller and its subsidiaries have introduced effective measures in their companies with regard to the observance of sanction regulations.

c) The Seller and its subcontractors have not violated any existing sanctions in respect of this contract, in particular in respect of the agreements entered into here. The seller shall, in particular, comply with any sanction due to and in conjunction with the so-called Ukraine crisis with regard to the states, companies and persons affected by the sanction regulations.

d) The Seller shall ensure that the regulations of this provision also apply to its subcontractors and suppliers.

e) Should the Seller seriously violate these provisions, we shall be entitled to terminate the contract without notice or withdraw from the contract. This does not affect other contractual or legal claims.