



General Terms of Purchase of Nyrstar Stolberg GmbH

1. General – Scope

- a) Our terms of purchase apply exclusively; we do not recognize any conflicting or deviating conditions of the supplier unless we have expressly agreed to their validity in writing. Our terms of purchase shall apply even if we accept the supplier's delivery without reservation in the knowledge of terms and conditions of the supplier that conflict with or deviate from our terms of purchase.
- b) All agreements made between us and the supplier for the purpose of executing this contract shall be set out in writing in this contract.
- c) Our terms of purchase also apply to all future business with the supplier.
- d) In individual cases, individual agreements with the supplier (including side agreements, additions and changes) have priority over these terms of purchase. For the content of such agreements, a written contract or our written confirmation shall prevail.

2. Contract, Scope of Delivery and Service

- a) Unless otherwise agreed, the contract is concluded by acceptance of the supplier's offer (order), which is generally stated in writing, at the latest by our confirmation of purchase. For obvious errors (such as typing and miscalculation) and incompleteness of the order, including the order documents, the supplier must notify us for acceptance for the purpose of correction or completion; otherwise the contract is considered not concluded.
- b) The content of the contract reproduced in the purchase confirmation is binding for both parties unless we receive an objection within 3 days.
- c) The scope of delivery and services also includes the transfer of all technical plans, drawings, and descriptions for our further free use.

3. Price

- a) The price stated in the order or purchase confirmation is binding. The legal VAT is not included in the price stated in the purchase confirmation.
- b) Unless otherwise agreed in writing, the price is "delivered duty paid" (DDP - Incoterms 2020), including packaging. The packaging of the goods shall remain with us; the supplier shall not be obliged to take back the goods (§ 15 para. 1 p. 4 VerpackG).
- c) For quantities, weights and dimensions, subject to any other proof, the values determined by us at the incoming goods inspection shall prevail.
- d) Invoices are to be sent to us. They are always to be placed separately from the goods. The invoices must include our order number and date as well as the item and item number of the supplier. The supplier is responsible for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for them.

4. Terms of payment

- a) Payments are made on the basis of our purchasing statements after receipt, determination and confirmation in the agreed receiving plant. When returning material that is not accepted by us for reasons of quality, the supplier is obligated to repay the payment made by us for this product immediately under interest payment from the first day of our payment (outgoing payment). The interest rate is 9 percentage points above the base rate of the European Central Bank.
- b) If we make payment within 14 calendar days, the supplier grants us 3% discount on the net amount of the invoice.
- c) In the case of bank transfer, the payment has been made on time if our transfer order is received by our bank before the end of the payment period; we are not responsible for delays by the banks involved in the payment transaction.
- d) We do not owe any maturity interest. The default interest is 5 percentage points annually above the base rate. The statutory provisions apply to the occurrence of our default, although a written reminder from the supplier is required in any case.
- e) Rights of set-off and retention are available to us in the scope of statutory law. In the event of a complaint, we have the right to retain the material in question until the partial payment made by us or the purchase price paid have been refunded by the supplier.

5. Delivery time, delivery delay

- a) If no delivery time is specified, delivery must be made immediately. If exact deadlines or specific end times for deliveries have been agreed, this shall normally be considered as a fixed transaction, even if this is not expressly confirmed. In the case of a fixed transaction, we have the right, in the event of delay in delivery, to withdraw from the contract without granting a grace period and - in the case of fault - to demand compensation for non-performance. The supplier is obligated to inform us immediately in writing if it is not able to comply with agreed delivery times for whatever reason.
- b) In case of delay in delivery, we are entitled, after setting a grace period, to obtain the ordered material from elsewhere. Any additional costs incurred shall be borne by the supplier.

- c) We are entitled to claim a contractual penalty in addition to the performance (0.25% of the delivery value per commenced week, max 5%). We undertake to declare the reservation of the contractual penalty to the supplier within 10 working days from receipt of the delayed delivery. Further claims and rights reserved. The supplier reserves the right to prove that we did not suffer any damage at all or only a significantly smaller one.

6. Place of performance and transfer of risk

- a) The place of performance is the receiving plant in Stolberg. The place of payment is the respective receiving plant.
- b) The transfer of risk shall take place upon delivery to the receiving plant. The delivery takes place - unless otherwise agreed - "delivered duty paid" (DDP - Incoterms 2020).

7. Defects, warranty, liability

- a) We unconditionally have the statutory warranty claims; irrespective of this, we are entitled to demand rectification of the defect or replacement delivery from the supplier at our discretion. In this case, the supplier is obliged to bear all expenses necessary for the purpose of remedying the defect or for the replacement delivery. In case of a subsequent delivery, we are entitled to carry out a possible expansion of the defective item ourselves. The supplier assumes the costs incurred by us. The right to damages for non-performance is expressly reserved. Should damage to other products be caused by the delivered, defective goods, the statutory claims for damages shall apply.
- b) The delivered goods shall be inspected in the ordinary course of business. The obligation to inspect within the meaning of § 377 HGB (German Commercial Code) is limited to obvious, externally visible damage and quantity deviations. Obvious defects must be reported within 14 working days of delivery of the goods. For hidden defects, a complaint period of 14 working days from discovery applies. The complaint must be sent in good time to meet the deadline. The obligation to give notice of defects shall not apply if the supplier was aware of the defect or remained unaware of it as a result of gross negligence. Failure to comply with the deadline for giving notice of defects shall only result in the exclusion of rights in respect of defects if the supplier was specifically affected by the late notification.
- c) In the case of material complaint, the supplier is obligated to deliver material of perfect quality to us immediately after taking back the goods. We reserve the right to demand a replacement delivery free of defects. Should we accept the delivery complained about, the parties shall agree on an appropriate reduction of the purchase price.
- d) Deviating from § 442 Abs. 1 S. 2 BGB, we are fully entitled to claims for defects, even if the defect at the conclusion of the contract as a result of gross negligence remained unknown to us.
- e) The warranty period is 36 months, calculated from the transfer of risk, insofar as the mandatory provisions of §§ 478, 479 BGB do not intervene.
- f) Insofar as the supplier is responsible for a product damage, it is obligated to exempt us from claims for damages of third parties upon first request insofar as the cause is set in its sphere of control and organisation and it is liable in the external relationship itself.
- g) The statute of limitations of the claims is suspended as long as the goods are for inspection for defects or for rectification at the supplier's or its authorities.
- h) For parts of the delivery that have been repaired within the period of limitation, the period of limitation begins to run again at the time at which the supplier has completely fulfilled our claims for subsequent performance.
- i) Insofar as claims are brought on us by third parties for defects in the goods purchased from the supplier, we are entitled to recourse against the supplier; the previous paragraphs apply accordingly. The supplier is obliged to compensate us for the expenses incurred due to the defects, in particular transport, travel, labor and material costs.

8. Retention of title

- a) The transfer of the goods to us is unconditional and without regard to the payment of the price. In any case, all forms of extended retention of title are excluded, so that any reservation of ownership declared effective by the supplier shall only apply until payment of the goods delivered to us and for them.
- b) Any processing, mixing or combination of provided substances by the supplier will be carried out for us. If a third party retains its property rights in case of a processing, mixture or connection with items of third parties, we acquire co-ownership in the new item in relation of the value of our provided item to the other items.
- c) If materials, tools, objects and special packaging are provided to us by the supplier in connection with agreed work or services or other services, or are left to us for repair or reworking, we reserve the right of ownership.

9. Product liability

- a) In the event that claims are brought on us on the basis of product liability, the supplier is obliged to indemnify us from such claims, if and insofar as the damage has been caused by a defect in the contractual object delivered by the supplier. In cases of liability based on fault, however, this is only sufficient if the supplier is at fault. Insofar as the cause of the damage lies within the area of responsibility of the supplier, it bears the burden of proof to that extent.

- b) In these cases, the supplier assumes all costs and expenses, including the costs of any legal action.
- c) Otherwise, the statutory provisions apply.

10. Property rights

- a) We reserve the rights of ownership and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express consent.
- b) The Supplier guarantees that no third-party rights within the delivery area are violated in connection with its delivery and through the delivery.
- c) If claims are brought on us by a third party, the supplier is obligated to indemnify us against these claims upon first written request; we are not entitled to make any agreements with the third party without the consent of the supplier, in particular to conclude a settlement.
- d) The indemnification obligation of the supplier refers to all expenses that necessarily accrue to us from or in connection with the claim by a third party.
- e) The limitation period for these claims is ten years, beginning with the conclusion of the respective contract.

11. Confidentiality

All our operational or business information and matters known or becoming known to the supplier are confidential. They may not be passed on to third parties without our prior written consent.

12. Compliance with corporate social responsibility (CSR) and environmental protection

- a) Supplier undertakes to comply with internationally generally accepted CSR standards and conventions regarding the protection of human rights, safe and healthy working conditions, and abolition of child labour. In this respect, Supplier shall (i) support and respect the protection of internationally recognized human rights; (ii) uphold the elimination of all forms of forced and compulsory labour; (iii) uphold the effective abolition of child labour; (vi) uphold at least a wage level and working hours according to legal minimum standard; (vii) provide a safe work environment for employees and contractors.
- b) Supplier undertakes, at our reasonable request, to participate in audits within the framework of our internal audit program with respect to compliance with the conventions and standards referred to in this clause. In case of such an audit, Supplier shall without undue delay provide the documentation reasonably requested and otherwise reasonably cooperate in connection thereto. Supplier shall bear its own costs in connection with any such audit and shall maintain strict confidentiality of all the information provided to it for such audit and any of its findings.
- c) In addition, Supplier undertakes to comply with the relevant statutory regulations on environmental protection and to work to reduce the negative effects on people and the environment in its activities. For this purpose, Supplier shall set up and further develop a suitable management system within the scope of his possibilities.
- d) Furthermore, Supplier will comply with the principles of the UN Global Compact Initiative.

13. Energy efficiency

Due to our certification according to DIN ISO 50001: 2018, we also want to commit our business partners to implement the energy efficiency in their business processes. Within the framework of the agreed deliveries, the supplier must implement the most energy efficient execution of its plants, equipment and processes. Electrical, electronic and electro-mechanical components must be labeled according to the latest energy efficiency standards. If the supplier has more energy-efficient alternatives to the products we request, we must be informed about them.

14. Foreign business

In the case of import and export transactions or transactions based on official approval, our financial statements are subject to the approval of the competent authorities.

15. Jurisdiction and Applicable Law

Jurisdiction for all legal disputes is Aachen. The contract is subject to German law excluding the UN Sales Convention (CISG).