

## **General Delivery and Payment Terms**

**Lütze Transportation GmbH, Bruckwiesenstrasse 17-19, D-71384 Weinstadt**

**Dated 5/27/2024**

### **Terms & Conditions**

Deliveries are made in accordance with the latest version of the General Terms and Conditions for Deliveries of Products and Services of the electrical industry, in the respective applicable version. (ZVEI – Green delivery conditions)

### **In addition to this T&Cs, the following applies:**

#### **Prices**

Our prices are non-binding and subject to the applicable statutory sales tax (value-added tax) and any applicable surcharges. All previous prices and discounts become invalid upon publication of a new price or discount list.

#### **Surcharges**

##### Copper

The Copper basis 150.00 Euro per 100 kg. Billing is based on the daily LME stock exchange listing, which is fixed in tons and US-\$ on each trading day. The conversion into kg and € takes place daily based on BFIX Frankfurt. For the cathode premium, we will use the usual market surcharges until further notice. An additional 1.0 % purchase and procurement costs will be charged.

##### Low Value Surcharge

For a net order value of less than Euro 150.00, we charge a low value surcharge of 15.00 Euro for deliveries within Germany. The minimum order value for deliveries abroad is 150 Euro. In the case of a low order net value, a minimum value surcharge totaling the difference to the minimum order value will be billed.

#### **Payment and delivery terms domestic**

Our terms of payment are 30 days net. For domestic shipments we generally deliver CPT destination goods recipient, excluding packaging and invoice the freight cost to the buyer. Shipment within Germany is carried out by a carrier of our choice, unless otherwise agreed.

#### **Payment and delivery terms abroad**

Our terms of payment are for new customers are payment in advance.

For deliveries abroad, we generally deliver CPT destination goods recipient, excluding packaging, and invoice the freight costs to the buyer. The customer is responsible for checking whether the supplied goods are subject to any restrictions according to the Foreign Trade Act (Außenwirtschaftsgesetz) of the Federal Republic of Germany, the EU, the USA, or the DUAL-USE Directive.

#### **Exclusion clause export inspection**

It is expressly agreed that the legally binding conclusion of a contract is subject to the condition precedent that the Federal Office of Economics and Export Control (BAFA), Frankfurter Straße 29-35, 65760 Eschborn, Germany, grants any necessary approval for the sale, delivery, onward transfer and/or export of the products to an embargoed country.

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### Compliance with re-export requirements

- a) The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with these General Delivery and Payment Terms that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- b) The customer shall undertake its best efforts to ensure that the purpose of lit. a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- c) The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of lit. a).
- d) Any violation of lit. a), b) or c) shall constitute a material breach of an essential element of the contract ("*wichtiger Grund*"), and without limitation to our other rights, we shall be entitled to seek appropriate remedies, including, but not limited to:
  - (1) terminate this or any other contracts associated with these General Delivery and Payment Terms or the business relationship, as well as terminate the business relationship with the customer as a whole; and
  - (2) to demand a contractual penalty in the amount of 5 % of the net price of the goods exported in breach of contract or of the total value of the Contract, whichever amount is higher. The right to claim higher damages remains unaffected.
- e) The customer shall immediately inform us about any problems in applying lit. a), b) or c), including any relevant activities by third parties that could frustrate the purpose of lit. a). The customer shall make available to us information concerning compliance with the obligations under lit. a), b) or c) within two weeks of the simple request of such information.

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