

Regalbuto Steel GmbH

General Terms and Conditions of Purchase (February 2026)

I. Application

1. These General Terms and Conditions of Purchase (hereinafter referred to as "Conditions") shall apply to all present and future purchase orders for goods or services and the performance of such orders towards companies within the meaning of sec. 14 of the German Civil Code (BGB) (hereinafter referred to as "Seller"). Any Seller's conditions diverging from these Conditions will not be accepted by us unless otherwise specified. If we take delivery of the goods without expressly objecting to, this shall not be construed to be an acceptance of any such Seller's terms and conditions.
2. Any oral agreements made by or with our employees shall not bind us unless confirmed by us in text form.
3. Any quote and offer shall be prepared free of charge to us and not bind us.
4. Any drawings, models, designs and other documents provided to the Seller or produced by him to our specifications may only be used to draw up the quotation and to perform our order, if any. Seller shall return such documentation to us immediately upon our request, upon completion of our request and / or performance of our order, if any.
5. Any trade terms shall be interpreted pursuant to the INCOTERMS as amended from time to time.

II. Prices

1. Any agreed price shall be a fixed price. Unless otherwise agreed the fixed price shall also include all shipping, packing and other costs related to the relevant order.
2. Any delivery of excess quantities shall neither entitle the Seller to change prices nor include a respective purchase commitment.

III. Payment

1. Invoices shall be submitted in quintuplicate by separate mail (i.e., not included with the consignment) promptly after delivery of the goods or provision of the services.
2. Unless agreed otherwise or unless the Seller provides for a more favourable term, payment shall be due within 30 days.
3. Any payment term will commence on the date of invoice receipt, however, not before the receipt of the goods or the acceptance of services, and not before receipt of any contractually agreed documentation, test certificates (e.g. mill certificates according to EN 10204) or similar documents.
4. We shall be entitled to all our statutory rights as to the set-off and retention of our claims against the Seller's. In particular, we shall be entitled to withhold the purchase price if and as long as any agreed test certificates according to EN 10204 are not submitted to us.
5. We shall be liable for interest only if and insofar as we are in arrears for payments, not at their mere maturity date. The interest rate shall then be 5 %-points above the Basic Interest Rate. In any case, we are entitled to establish a lower default damage than claimed by the Seller.

IV. Delivery / passing of risk / partial delivery / packaging

1. The agreed delivery dates shall be binding to the Seller. The Seller shall immediately inform us in text form in case of imminent delays and submit to us adequate proposals to remedy the consequences of such delays.
2. Unless otherwise agreed in text form, any contractual terms and dates of delivery shall be considered to be met only if and insofar as the goods have been handed over to us at such date and place.
3. If the Seller is in default of delivery, we shall be entitled to charge liquidated damages in the amount of 0.2% of the order value per day, but no more than 5% of the order value, unless the Seller proves that we suffered less damage in individual cases. The assertion of further damages for default on the basis of the statutory provisions remains unaffected.

In particular, we shall have the right to claim damages for non-performance if and insofar as the Seller fails to effect delivery after a reasonable grace period set to him has elapsed. Our right to claim performance of the order shall not expire before the Seller has paid the damages in full.

4. The Seller may claim relief for his default for reason of lack of any documents to be submitted by us only in such cases where we have, upon the Seller's reminder in text form, failed to deliver such documents.

5. In case of premature deliveries, we retain the right to return the goods at the Seller's expense. If, in such a case, the goods are not returned, the goods will be placed into stock at the expense and risk of the Seller until the date of delivery contractually agreed upon him.

6. The Seller shall bear the risk of accidental loss and accidental deterioration of the goods until the goods have been handed over to us at the agreed place of delivery. This provision shall also apply in cases of "free delivery" (franco domicile).

7. We are not obliged to accept partial deliveries, unless we have given our prior express consent.

8. Unless otherwise agreed in text form, the Seller shall bear any packaging costs. In the event we agree to bear such costs, the Seller may charge us with the lowest possible costs only. Any obligations to return packaging material shall be governed by the German Packaging Act (*Verpackungsgesetz*), it being understood that any return shall take place at the agreed place of delivery of the goods, unless otherwise agreed. In any case, the costs for the return transport and disposal of the packaging shall be borne by the Seller.

V. Production control / testing and inspection

1. We reserve the right to control the quality of the materials used, the accuracy of dimensions and quantities and other quality features of the goods specified in the relevant order both during manufacture and before delivery, and to confirm compliance with the other requirements of the order in the Seller's factory and at his own supplier's seat or workshop.

2. Where we have reserved the right to carry out a final inspection of the completed goods, Seller shall notify readiness for inspection in text form at least 14 days in advance, unless agreed otherwise.

3. Where testing and inspection of the completed goods by a third party is specified in the order, Seller shall arrange for the testing and inspection to be carried out by the third party at no cost to us, and send us the testing and inspection results immediately, or at the latest with the shipping documents.

4. Any control or testing and / or inspection shall not affect the Seller's obligation to perform or liability for defects.

VI. Quality / environment, supply chain

1. The Seller shall set up and maintain a suitable documented state-of-the-art quality assurance and environmental management system. He shall keep records, e.g. of his quality inspections, and make them available to us upon request. The Seller hereby consents to quality/ environmental audits for the purpose of assessing the effectiveness of his quality assurance and environmental management system by us or a person appointed by us.

2. The Seller undertakes to comply with the legal provisions of the German Supply Chain Act (*Lieferkettensorgfaltspflichtengesetz*). In the manufacture and supply of products and in the provision of services, the Seller shall comply with all legal provisions on respect for human rights, the relevant labour standards, the prohibition of discrimination, as well as forced and child labour. He shall promote and demand compliance with this code of conduct from his own suppliers to the best of his ability. This shall also apply if and insofar as the Seller is not subject to the direct scope of the relevant provisions.

VII. Retention of title

1. In respect of the Seller's right to retain title and ownership, the Seller's terms and conditions shall apply, provided that title to the goods shall pass to us on the date of payment for the relevant goods. Any extended form of a retention of title (e.g. so-called current account retention – *Kontokorrentvorbehalt*) shall not apply.

2. The Seller may claim return of the goods on the basis of any retention of title clause, subject to his prior withdrawal from the relevant order.
3. If and insofar as we have provided the Seller with our own goods for processing, the processing and treatment of these goods shall be carried out for us as the manufacturer within the meaning of art. 950 of the German Civil Code (BGB), without placing us under any obligation. If the Seller processes, combines or mixes the goods provided with other goods, we shall be entitled to co-ownership of the new item in proportion to the invoice value of the goods provided in relation to the invoice value of the other goods used. If our ownership expires as a result of combination or mixing, the Seller hereby transfers to us the ownership rights to which he is entitled in the new item to the extent of the invoice value of the items provided and shall store them for us free of charge.

VIII. Declaration of origin; customs tariff, sanctions, trade measures, CBAM

1. The Seller will, upon request, provide us with a supplier's declaration on the preferential origin and / or a certificate of origin on the preferential or the non-preferential origin of the goods. Furthermore, the Seller is obliged to provide us, upon request, with suitable evidence – for example, a mill test certificate – showing the country of melt and pour of the steel used in the manufacture of the goods (country of melt and pour). The country of melt is the original place where raw steel and pig iron are first produced in liquid form and then cast into a first solid state.
2. To ensure correct customs clearance of the goods upon import into the EU, the Seller is obliged, upon request, to provide us with the customs tariff number applicable to the respective goods.
3. In case the Seller makes a declaration or provides a certificate regarding the preferential or non-preferential originating status, the country of melt and pour or the customs tariff classification of the goods, the following terms shall apply:
 - a. The Seller shall be obliged to enable the customs authorities or other competent authorities to verify the proof of origin, including the country of melt and pour or the customs tariff classification, and to provide the necessary information as well as any required certificates.
 - b. If the declared origin or the declared country of melt and pour or the customs tariff number provided is incorrect or not recognized by the competent authority because of inaccurate certificates or a lack of verification possibilities, the Seller shall be obliged to compensate us for the resulting damage, including any customs duties or charges levied by the customs administration as a result of incorrect origin or tariff information provided by the Seller.
4. The Seller undertakes to ensure that the goods delivered (including the raw materials, (production) materials, (subcontracted) products or other items required and/or used for the performance of the obligations) and/or services (including the transport and the delivery process) are not subject to any restrictions due to economic, financial or other sanctions under trade law of the United Nations, the EU, the Federal Republic of Germany or the United States of America. In this respect, the Seller undertakes to comply with the sanction regulations irrespective of whether they apply to him.
5. The Seller shall ensure at his own expense and without delay that all formal requirements in the Seller's country related to the order, e.g. export licences, are met during the processing of the order. If the Seller fails to fulfil this obligation, we shall have the right to withdraw from the order if necessary and/or to claim compensation from the Seller. The same shall apply in the event that, for example, any required licences are not granted within a reasonable period of time or are cancelled or become invalid during processing.
6. To the extent that the goods are subject to safeguard measures such as tariff quotas or other trade measures when imported into the EU by the Seller, all customs duties, levies and security payments in connection therewith, in particular additional customs duties or security payments due to exhausted or critical tariff quotas, shall be borne by the Seller. The Seller shall not refuse or delay delivery due to such measures, in particular not if customs quotas are exhausted. If, following consultation with us, a later delivery date is agreed to avoid additional customs duties, the associated costs, in particular storage costs, shall be borne by the Seller.

7. The Seller undertakes to provide us with all information required for the participation in the EU carbon border adjustment mechanism pursuant to Regulation (EU) 2023/956 ("CBAM") and the exercise of the rights and obligations in this regard, in particular information on the direct emissions released during the production of goods, information on the indirect emissions from the production of electricity that is consumed during the production processes and information on the carbon price due in a country of origin for the specified emissions in the imported goods ("CBAM information"). In this respect, the Seller shall be fully liable for ensuring that the CBAM information is complete, accurate and objectively verifiable and that this information is determined and documented in the required manner. In the event of a breach of these obligations, or a lack of verifiability of the CBAM information provided, in particular in the event of missing or inaccurate reporting of emissions within the meaning of Regulation (EU) 2023/956, the Seller shall be obliged to compensate us or our customers for any additional costs and damages incurred and to indemnify and hold harmless us or our customers against any corresponding third-party claims. This shall not apply if the Seller or his own supplier, whose conduct is attributable to the Seller, is not responsible for the failure to comply with the aforementioned obligations.

IX. Liability for defects and statute of limitation

1. The Seller shall provide the goods or services free of any material and legal defects. The Seller certifies in particular that his deliveries and his services comply with the state of the art and with any contractual requirements and standards.
2. The Seller shall ensure a comprehensive quality control in regard to the production of the goods as well as an outgoing goods inspection. We shall examine the quality and quantity of the goods upon their receipt to the extent both reasonable and technically feasible for us. In the absence of specific evidence for defects of the goods the requirements of such reasonable and technically feasible inspection are met with the examination of the external quality of the goods visible to the naked eye. The internal quality of the goods shall in no case be subject of such inspection. Any notice of a defect will be deemed to be in time if it reaches the Seller within ten (10) days by letter, e-mail or phone. The period for such notice shall not start before we – or in case of direct sales (*Streckengeschäfte*) our customer – have detected or should have detected the defect.
3. In the event the goods show a defect, we are entitled to exercise our statutory rights. If the Seller tries to repair the goods, such remedy is considered to have failed after the first unsuccessful attempt. We shall have the right to withdraw from the order also in such cases where a breach of contract is not considered to be material.
4. Where the goods have already been defective at the time the risk has passed to us, we may claim from the Seller also those expenditures in connection with such defect which we are liable to pay to our customer.
5. Without prejudice to any mandatory statutory rules, a limitation period of 36 months shall apply to our claims for defects. The period shall commence with the timely notification of defects within the meaning of clause 2 of the present section. A limitation period of five years shall apply to any goods that have been used for a building in accordance with the normal way they are used and have resulted in the defectiveness of the building. The Seller's liability for defects shall end no later than ten years after delivery of the goods. This limitation shall not apply if our claims are based on facts which the Seller knew or could not have been unaware of and which he did not disclose to us.
6. The Seller hereby assigns to us – on account of performance – any and all rights and interests he may claim against his own supplier arising from the delivery of defective goods or services. The Seller shall duly provide us with all documents required to assert any such claims.

X. Confidentiality, drawings

1. The Seller shall treat all commercial and technical details disclosed to him in the course of the business relation as trade secrets, unless such details were evident or known before.

2. The drawings and/or other data provided to the Seller for the elaboration or execution of an offer shall remain our property und shall not be made available to third parties without our prior consent, unless indispensable for the execution of the order. This also applies to documents set up by the Seller according to our patterns and regulations, especially to specification drawings.

3. The aforementioned documents shall be returned to us anytime on our request, at the latest, however, after delivery of the ordered goods.

XI. Place of performance, place of jurisdiction and applicable law

1. Unless otherwise agreed, our registered office shall be the place of performance for the delivery of the goods or the services.

2. The competent courts in Düsseldorf, Germany, shall be the place of jurisdiction. Nevertheless, we shall also be entitled to sue the Seller at his registered seat, at our disrection.

3. All legal relations between the Seller and us shall be subject to the laws of the Federal Republic of Germany supplementing these Conditions, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).

XII. Applicable version

In case of doubt regarding the interpretation of the English version of these Conditions, the German version of these Conditions shall prevail.