M M G
Aluminium Aktiengesellschaft

**General Terms and Conditions of MMG Aluminium AG,**
**Dated November 2026**

## 1. Scope of Application

(1) All contractual relationships between MMG Aluminium AG, headquartered in Mayen, Germany, hereinafter referred to as MMG and its business partners, i.e. Buyers and suppliers, shall be governed exclusively by these terms and conditions (hereinafter referred to as T&Cs) if the business partner is an entrepreneur according to section 14 of the German Civil Code, BGB. These terms and conditions shall apply in their current version to all future business relationships between MMG and its business partners, even if they should not be expressly agreed again.

(2) In certain cases, individual agreements made with our business partners (including collateral agreements, supplements and amendments) shall always take precedence over these T&Cs.

(3) The general terms and conditions of any business partner which deviate in whole or in part from these T&Cs will not be recognised by MMG unless MMG has expressly agreed to this in text form (as stated in § 126b BGB). The T&Cs of MMG shall also apply exclusively when MMG provides services unreservedly in the knowledge of the conflicting general terms and conditions of the business partner.

## 2. Offers, Acceptance

Offers made by MMG are subject to change and non-binding. Declarations of acceptance as well as the conclusion of contracts require text form (Section 126b of the German Civil Code – BGB). MMG may accept orders placed by the Buyer within 5 working days. Where the order is executed within the acceptance period, the delivery note or the invoice shall also be deemed a declaration of acceptance and/or order confirmation.

## 3. Special Conditions between MMG and the Buyer

### 3.1 Deterioration of the Buyer's Assets; Due Date

(1) If facts relating to the Buyer become known after the conclusion of the contract, which after dutiful commercial consideration suggest a substantial degradation of the Buyer's assets and thus pose a threat to the payment of the purchase price, MMG is entitled to demand payment in advance or appropriate collateral and to terminate the contract in case of refusal. Payments for partial deliveries already made shall become due immediately.

(2) If the Buyer is in default of payment towards MMG with an amount exceeding 10 % of the outstanding receivables for more than 14 days, all existing claims of MMG against the Buyer shall become due immediately, irrespective of any payment term granted, insofar as MMG has rendered its performance and the Buyer has received an invoice.

### 3.2 Delivery

#### 3.2.1 Place of Fulfilment, Shipping, Transfer of Risk

(1) Delivery shall be ex warehouse, which is also the place of fulfilment for the delivery and any subsequent fulfilment. At the request and expense of the Buyer, the goods shall be shipped to another destination (sales shipment). Unless otherwise agreed, MMG shall be entitled to determine the mode of shipment (in particular transport companies, shipping route, packaging).

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest at the point of handover. In the case of sales shipment however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the specific person or institution carrying out the shipment. If an acceptance procedure has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the German Contract Law for Work and Labour (Werkvertragsrecht) shall apply mutatis mutandis to an agreed acceptance procedure. The delivery or acceptance shall be equivalent, if the Buyer is in default of acceptance.

(3) If shipment is delayed at the request or due to the fault of the Buyer or if he is in default of acceptance, the goods shall be stored during this period at the risk and expense of the Buyer. In this case, the shipping notice shall be equivalent to shipping. For storage, the Buyer will be charged a flat rate for each week commenced to the amount of 2,00 € per mt. The proof of greater damages and the legal claims of MMG (in particular remuneration of additional expenses, reasonable compensation,) shall remain unaffected; the flat rate shall however be offset against further monetary claims. The Buyer shall retain the right to prove that MMG suffered absolutely no or substantially lower damage than the flat rate as above.

#### 3.2.2 Partial Deliveries

MMG is entitled to make partial deliveries, if the Buyer is able to use the partial delivery within the framework of the contractual intended purpose, delivery of the remaining ordered goods is ensured, and the Buyer does not incur any significant additional expenditure or additional costs.

#### 3.2.3 Delivery Dates

(1) The delivery dates, delivery deadlines and delivery times indicated to the Buyer by MMG shall always be approximate, unless a firm delivery date, delivery deadline or delivery time has been expressly affirmed or agreed. Delivery dates, delivery deadlines and delivery times shall be, unless expressly agreed otherwise in text form (as stated in § 126b BGB), ex warehouse of MMG.

(2) MMG shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events which were not foreseeable at the time the contract was concluded and for which MMG is not responsible (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures). This shall also

apply in the event of non-delivery, incorrect delivery or late delivery by suppliers of MMG, provided that MMG has concluded a congruent covering transaction and neither MMG nor its suppliers are at fault. MMG shall inform the Buyer of the non-availability without undue delay and shall refund any consideration already rendered without undue delay.

(3) Insofar as events within the meaning of paragraph 2 above make delivery or performance considerably more difficult or impossible for MMG and the hindrance is not merely of a temporary nature, MMG shall be entitled to withdraw from the contract. MMG shall refund any consideration already rendered without undue delay. In the case of hindrances of a temporary nature, the delivery or performance periods shall be extended, or the delivery or performance dates shall be postponed, by the duration of the hindrance plus a reasonable start-up period. Insofar as the Buyer cannot reasonably be expected to take delivery of the goods or accept the performance as a result of the delay, the Buyer may withdraw from the contract by declaration to MMG in text form (Section 126b BGB) without undue delay.

### 3.2.4 Default on the Part of MMG

In any event, default on the part of MMG requires a reminder in text form (Section 126b BGB) after the due date. If, in the event of default, the Buyer sets MMG a reasonable additional period, the Buyer may in particular withdraw from the contract after this period has expired without result. In case of doubt, a period of at least four weeks shall be deemed reasonable. The additional period must be set in text form (Section 126b BGB).

### 3.2.5 Prices, Terms of Payment

(1) The costs of packing shall be borne by the Buyer, unless expressly agreed otherwise. Invoice deductions for the disposal of packaging material, in particular transportation packing, are not permitted.

(2) The Buyer shall pay the agreed price plus the respective statutory value-added tax, any applicable customs duties and any freight charges to MMG.

### 3.3 Claim for Defects by the Buyer

(1) The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including delivery of the wrong goods and short delivery), unless otherwise provided below. In all cases, the Buyer's rights under separately issued guarantees, in particular guarantees given by the manufacturer, shall remain unaffected.

(2) The Buyer's claims for defects shall require that he has fulfilled his statutory obligation of inspection and notification of defects (sections 377, 381 German Commercial Code, HGB). If a defect is determined during inspection or later, then this must be reported to MMG immediately in text form (as stated in § 126b BGB). The report shall be deemed to have been made immediately if it is submitted within one week. Irrespective of this obligation of inspection and notification of defects the Buyer shall report obvious defects (including incorrect and shortfall in delivery) within one week of delivery in text form (as stated in § 126b BGB). If the Buyer fails to conduct a

proper inspection and/or submits defect notification, then MMG's liability for the defect which was not reported shall be excluded.

(3) If the delivered object is faulty MMG can initially choose whether MMG shall provide subsequent fulfilment by remedying the defect (subsequent improvement) or by delivery of a faultless object (substitute delivery). The right of MMG to refuse subsequent fulfilment under the statutory conditions shall remain unaffected.

(4) MMG is entitled to make the subsequent fulfilment dependent on the Buyer paying the purchase price due. However, the Buyer is entitled to withhold a reasonable part of the purchase price which shall be in proportion to the defect.

(5) The Buyer shall grant MMG the necessary time and opportunity for the subsequent fulfilment due, in particular to hand over the goods about which a complaint was made for inspection purposes. In the case of a substitute delivery the Buyer shall return the faulty object to MMG according to the statutory regulations.

(6) Due to a breach of duty which does not consist of a defect, the Buyer shall only be entitled to withdraw or terminate if MMG is responsible for the breach of duty. An unrestricted right of termination of the Buyer (especially according to sections 650, 648 German Civil Code, BGB) shall be excluded. In all other respects statutory requirements and legal consequences shall apply.

(7) Claims of the Buyer for damages or reimbursement of fruitless expenses shall only exist, also in the case of defects, pursuant to section 5 of these T&Cs and shall in all other respects be excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c p. 2, 327 para. 5, 327 u BGB).

### 3.4 Statute of Limitations

(1) Notwithstanding section 438 para. 1 no. 3 German Civil Code BGB, the general statute of limitations for claims of defects of material and title shall be one year from the time of delivery. If an acceptance procedure has been agreed, the statute of limitations shall commence with the acceptance.

(2) If the goods are an item which has been used for a building in accordance with its customary manner of use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provisions (Section 438 (1) No. 2 BGB). Other special statutory provisions on limitation shall also remain unaffected (in particular Section 438 (1) No. 1, (3), Sections 444, 445b BGB).

(3) The foregoing statute of limitations of the law governing purchases shall also apply to contractual and non-contractual claims for damages by the Buyer, based on a defect of the goods, unless the application of the regular statutory limitation (sections 195, 199 German Civil Code, BGB) would lead to a shorter statute of limitations in individual cases. Claims for damages by the Buyer according to section 5, para. 2, sentence 1 and sentence 2(a) of these T&Cs as well as under the Product Liability Act (Produkthaftungsgesetz) shall expire only after the statutory limitation periods.

### 3.5 Retention of Title

(1) MMG shall retain title to the goods sold until full payment of all of MMG's current and future claims arising from the purchase contract and ongoing business relationship (secured claims).

(2) The goods under retention of title shall neither be pledged to third parties, nor assigned as collateral before the full payment of the secured claims. The Buyer shall inform MMG immediately in text form (as stated in § 126b BGB) if an application is made to open insolvency proceedings, or insofar as access by third parties (e.g. seizures) to the goods belonging to MMG takes place.

(3) In the case of breach of contract by the Buyer, especially in the case of non-payment of the purchase price due, MMG shall be entitled to withdraw from the contract under the statutory provisions and to reclaim the goods on the basis of the retention of title and the contract withdrawal. If the Buyer does not pay the due purchase price MMG may however only assert these rights if MMG has previously unsuccessfully set the Buyer a reasonable deadline for payment or a deadline of this nature is not necessary according to the statutory regulations.

(4) The Buyer is entitled until further notice to resell or process the goods subject to retention of title in the ordinary course of business according to (c) below. In this case, the following provisions shall apply in addition.

(a) The retention of title shall cover the products which are produced by processing, mixing or combining the MMG goods to their full value, whereby MMG shall be deemed to be the manufacturer. If the right of ownership of third parties continues to exist with a processing, mixing or combination with goods of third parties then MMG shall acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. In all other respects the same shall apply to the product created as to the goods delivered under retention of title.

(b) The Buyer hereby now already assigns the claims against third parties, which are established from the resale of the goods or product in total or in the amount of our possible co-ownership share, to MMG as collateral in accordance with the preceding paragraph (a). MMG hereby accepts the assignment. The obligations of the Buyer referred to in section 3.5, para. 2 shall also apply with respect to the assigned claims.

(c) The Buyer shall remain authorised to collect the claim in addition to MMG. MMG undertakes not to collect the claim as long as the Buyer meets his payment obligations to MMG, there is no deterioration in the Buyer’s financial position within the meaning of section 3.1, para. 1, and MMG does not assert retention of title by exercising a right pursuant to section 3.5, para. 3. However, if this is the case MMG shall be entitled to request that the Buyer discloses to MMG the assigned claims and their debtors, provides all information which is necessary for the collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In addition, MMG shall be entitled in this case to revoke the authority of the purchaser to the further resale and processing of the goods under retention of title.

(d) If the realizable value of the collateral items exceeds the claims of MMG by more than 10%, MMG shall release upon demand by the Buyer collateral items of MMG's choice.

## 4. Specific Conditions between MMG and its Suppliers

### 4.1 Characteristics of the Goods

(1) All parts and goods supplied to MMG shall be inspected prior to delivery by the supplier for potentially explosive components and materials (especially oils, lubricants, water). MMG is to be informed of the presence of such substances. If the supplier violates the information obligation according to sentence 2, he shall be obliged to compensate MMG for the thereby caused damage, unless he is not responsible for such violation of duty. The provision of § 254 BGB remains unaffected.

(2) The supplier guarantees that goods delivered by him are his exclusive property and are not burdened with third party rights or that he is authorized under a retention of title to dispose of them.

### 4.2 Delivery Time, Delivery Default and Place of Delivery

(1) The delivery time specified by MMG in the order shall be binding. If the delivery time was not specified in the order and has not otherwise been agreed, it shall be 4 weeks from the conclusion of the contract. The seller shall be obliged to immediately notify MMG in text form (as stated in § 126b BGB) if - for whatever reasons - he will probably be unable to comply with the agreed delivery times.

(2) If the Supplier is in default, MMG may, in addition to further statutory claims, demand lump-sum compensation for the damage caused by the default in the amount of 1 % of the net price for each full calendar week, but in total not more than 5 % of the net price of the goods delivered late. MMG reserves the right to prove that a higher damage has been incurred. The Supplier reserves the right to prove that no damage at all or only a substantially lower damage has been incurred. The lump sum shall be credited against any further damage

(3) The delivery shall take place within Germany "carriage free" to the place specified in the order. If the destination is not specified, and nothing otherwise has been agreed, then delivery shall be made to the registered office of MMG in Mayen. The respective destination is also the place of fulfilment for delivery and any subsequent fulfilment (debt to be discharged at creditor's domicile).

(4) The risk of accidental loss and accidental deterioration of the goods shall be transferred to MMG upon delivery at the place of fulfilment. If an acceptance procedure has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the German Contract Law for Work and Labour (Werkvertragsrecht) shall apply mutatis mutandis to an acceptance procedure. The delivery or acceptance shall be equivalent, if MMG is in default of acceptance.

### 4.3 Prices

(1) The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a lawful invoice.

(2) MMG shall not owe any interest payable from the due date. The statutory provisions shall apply to payment default.

(3) MMG shall be, even if the supplier has unilaterally taken a contrary provision, entitled to offset payments against older debt. If costs and interest have already been incurred, MMG shall be entitled to offset the payments first against the costs, then against the interest and finally against the principal obligation.

### 4.4 Claim for Defects by MMG

(1) For the commercial obligation of inspection and notification of defects the statutory provisions (sections 377, 381 German Commercial Code, HGB) shall apply with the following proviso: the obligation of inspection of MMG shall be limited to defects that openly come to light in its incoming goods inspection by means of external evaluation including the delivery documents as well as its quality control by means of random sampling procedures (e.g. transport damage, incorrect and short delivery). If an acceptance procedure has been agreed, there shall be no obligation of inspection. In all other respects, it shall depend on the extent to which an inspection, considering the circumstances of the individual case, is feasible in the ordinary course of business. The obligation of notification of defects of MMG for defects discovered later shall remain unaffected. In all cases, the complaint of MMG (defect notification) shall be deemed as having taken place immediately and in good time if it is received within 10 working days by the supplier.

(2) The costs incurred by the supplier for the purpose of inspection and subsequent fulfilment shall be borne by the supplier even if it transpires that there was in fact no defect present. The liability for damages from MMG in the case of unjustified demands for remedial action shall remain unaffected; insofar as however MMG shall only be liable if it recognised or through gross negligence failed to recognise that no defect was present.

(3) If the supplier fails to comply with his obligation of subsequent fulfilment, either by remedying the defect (subsequent improvement) or by supplying an item which is free from defects (substitute delivery) at MMG's option, within a reasonable time limit set by MMG, MMG shall have the option of remedying the defect itself and demand reimbursement of the costs incurred in doing so or demand an appropriate advance payment from the supplier. If the subsequent fulfilment by the supplier has failed or is not reasonable for MMG (e.g. because of particular urgency, a threat to operational safety or impending occurrence of disproportionate damage) there shall be no need to set a deadline; MMG shall inform the supplier immediately of circumstances of this nature, if possible in advance.

### 4.5 Statute of Limitations

(1) Notwithstanding section 438 para. 1 no. 3 German Civil Code BGB, the general limitation period for claims of MMG based on defects shall be 3 years from the transfer of risk. If an acceptance procedure has been agreed, the statute of limitations shall commence with the acceptance. The 3 year limitation period shall apply mutatis mutandis also to claims arising out of defects in title, whereby the statutory limitation period for claims in rem for the restitution of property of third parties (section 438 paragraph 1 No. 1 German Civil Code BGB) remain unaffected; furthermore claims arising out of defects in title shall on no account be time-barred so long as the third party can still assert the right - particularly because it is not yet time-barred - against MMG.

(2) The limitation periods of sales law, including the aforementioned extension, shall apply to all contractual claims for defects to the extent permitted by law. To the extent that MMG is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (sections 195, 199 German Civil Code BGB) shall apply unless in the individual case the application of the limitation periods under the sales law grants a longer limitation period.

### 5. Limitation of Liability

(1) Unless otherwise provided in these T&Cs including the following provisions, MMG shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) MMG shall be liable for damages - for whatever legal reason - in the context of fault-based liability for intent and gross negligence. In the case of simple negligence MMG shall be liable subject to a milder standard of liability according to statutory provisions (e.g. for care employed in own affairs) only (a) for damages arising from injury to life, limb or health, (b) for damages resulting from the not inconsiderable breach of an essential contractual obligation (an obligation, the fulfilment of which renders the correct execution of the contract possible and on whose compliance the contractual partner regularly relies and may rely); in this case however the liability of MMG shall be limited to compensation for the foreseeable, typical damage occurring.

(3) The limitations of liability arising from the foregoing paragraph 2 shall also apply to breaches of duty by persons for whose faults MMG is responsible for, according to statutory regulations. They shall not apply if a defect was maliciously concealed from MMG or if MMG accepted a guarantee for the characteristics of the goods and for claims of the commercial partner according to the Product Liability Act (Produkthaftungsgesetz).

### 6. Offsetting, Assignment

(1) The Business Partner may only set off claims that are undisputed, have been finally and conclusively established by a court or are ripe for decision. This shall not apply to counterclaims arising from the same contractual relationship, in particular due to defects of the delivery. The Business Partner shall only be entitled to rights of retention insofar as they are based on the same contractual relationship. MMG shall also be entitled to set off claims of any companies affiliated with MMG within the meaning of

Section 15 of the German Stock Corporation Act (AktG) against claims of the Business Partner.

(2) The assignment of claims of the business partner against MMG that are not pecuniary claims, shall require the consent of MMG in writing. MMG shall refuse consent only when objective reasons exist.

(3) MMG shall be entitled to assign the claims arising from the business relationship with the business partner to third parties.

**7. Applicable Law, Place of Jurisdiction**

(1) The law of the Federal Republic of Germany, excluding the provisions of the UN Sales Convention (CISG) and those regulations that refer to foreign law, shall apply to these terms and conditions and to the entire legal relationship between MMG and its business partners.

(2) If the business partner is a merchant within the meaning of the Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be Mayen, Germany. Furthermore, MMG shall also be entitled to sue the business partner at his place of jurisdiction.